



REQUEST FOR PROPOSAL
for
**SELECTION OF IMPLEMENTATION AGENCY FOR
INTEGRATED TRAFFIC CONTROL SYSTEM (ITCS)
IN SURAT CITY**

Volume 1 – Terms of Reference

Tender Number: SSCDL-Traffic-ITCS-RFP-01-2016

Last date for Bid Submission: 22. 12. 2016



Invited by
Surat Smart City Development Limited
115, Smart City Cell, Surat Municipal Corporation,
Muglisara, Main Road, Surat - 395003, Gujarat.

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1. Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) whether subsequently provided to the bidders, (“**Bidder/s**”) verbally or in documentary form by Surat Smart City Development Limited (henceforth referred to as “**SSCDL**” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by SSCDL in relation to this scope. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Chief Executive Officer, SSCDL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

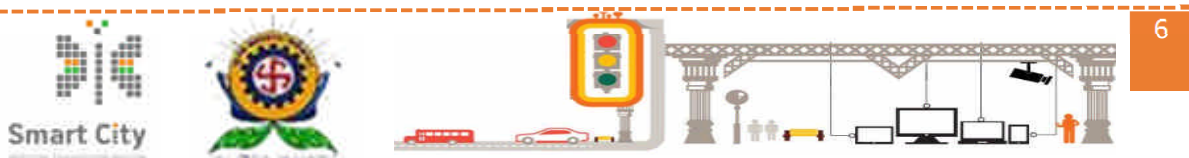
Information provided in this Tender document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SSCDL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

SSCDL and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

SSCDL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. SSCDL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this Tender document does not imply that SSCDL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and SSCDL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses



associated with any demonstrations or presentations which may be required by SSDL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and SSDL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.



2. Glossary

Terms	Meaning
BOM	Bill of Material
BEC	Bidders Evaluation Committee
CC	Capital Cost (CC1-Capital Cost 1, CC2 - Capital Cost 2)
CCTV	Closed Circuit Television
CEO	Chief Executive Officer
DD	Demand Draft
EMD	Earnest Money Deposit
GIS	Geographical Information Systems
GoG	Government of Gujarat
GPS	Global Positioning System
HOD	Head of Department
ICT	Information and Communication Technology
IT	Information Technology
ITES	Information Technology Enabled Services
INR	Indian Rupee
LoI	Letter of Intent
NPV	Net Present Value
OEM	Original Equipment Manufacture
PBG	Performance Bank Guarantee
PDD	Proposal Due Date
PoC	Proof of Concept
PQ	Pre-Qualification
PSU	Public Sector Undertaking
RFP	Request for Proposal
PV	Present Value
RV	Revenue (RV1-Revenue from 1, RV2-Revenue from 2)
SI	System Integrator
SLA	Service Level Agreement
SMC	Surat Municipal Corporation
SSCDL	Surat Smart City Development Limited

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Terms	Meaning
TQ	Technical Qualification

3. Notice Inviting Bid

 <p>Smart City MISSION TRANSFORMATION</p>	<p align="center">Surat Smart City Development Limited (SSCDL) 115, Smart City Cell, Surat Municipal Corporation - Head Quarter, Muglisara, Main Road, Surat - 395003, Gujarat.</p>	
<p align="center">Notice Inviting RFP for “SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM (ITCS) IN SURAT CITY” [SSCDL-Traffic-ITCS-RFP-01-2016]</p>		
<p>Bid for Implementation of Integrated Traffic Control System (ITCS) is invited online on https://smc.nprocure.com from the bidder meeting the basic eligibility criteria as stated in the bid document.</p>		
<p>Bid Fee (Non-refundable)</p> <p>EMD</p> <p>Last date to submit the Pre Bid Queries</p> <p>Pre-bid Conference (Date, Time & Place)</p> <p>Start date for downloading RFP</p> <p>Last date for downloading RFP</p> <p>Online Price Bid End Date</p> <p>Technical Bid Submission (in Hard Copy) along with EMD & Bid fee</p> <p>RFP Document Availability</p>	<ul style="list-style-type: none"> Rs.18000/- (Rupees Eighteen Thousand only)by Demand Draft or Banker's Cheque EMD of Rs. 1,60,00,000 (Rupees One Crores and sixty lakhs only) whereby 50% amount shall be in the form of Demand Draft and 50 % amount shall be in the form of Bank guarantee of any nationalized / scheduled banks Bidders shall have to post queries by email to exen.traffic@suratmunicipal.org on or before 14/12/2016, 12:00 noon Pre-Bid conference will held on 15/12/2016 at 12:00 noon Venue for Pre-Bid conference: 2nd Floor, room no 88, Conference Hall, Muglisara Surat – 395003. Gujarat. Till 08/12/2016 up to 13:00 hrs Till 22/12/2016 up to 17:00 hrs. Till 21/12/2016 up to 18:00 hrs. In sealed envelope strictly by RPAD/Postal Speed Post On or before 29/12/2016 up to 17:00 hrs. To the Chief Accounts, Surat Municipal Corporation, Muglisara, Surat – 395003, Gujarat by RPAD or Speed Post Only. https://smc.nprocure.com, http://suratsmartcity.com/Tenders, https://www.suratmunicipal.gov.in/Information/News 	
<p>The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.</p>		
<p align="right">GM (IT) Surat Smart City Development Ltd</p>		

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

4. Important Dates

#	Information	Details
1.	Project Name/ Name of Work	“Setting up of Integrated Traffic Control System in Surat City”
2.	RFP Reference No.	SSCDL-Traffic-ITCS-RFP-01-2016
3.	Website to download RFP	https://smc.nprocure.com , http://suratsmartcity.com/Tenders , https://www.suratmunicipal.gov.in/Information/News
4.	RFP Fees	Rs.18000/- (Rupees Eighteen Thousand only)by Demand Draft or Banker’s Cheque
5.	EMD Amount	EMD of Rs. 1,60,00,000 (Rupees One Crores and sixty lakhs only) whereby 50% amount shall be in the form of Demand Draft and 50 % amount shall be in the form of Bank guarantee of any nationalized / scheduled banks
6.	Last date for Queries submission	Bidders shall have to post queries by email to exen.traffic@suratmunicipal.org on or before 14/12/2016 upto 12:00 noon
7.	Pre-bid meeting - Date, time, and venue	15/12/2016 at 12:00 noon Address: Room No 88, Surat Municipal Corporation, Muglisara, Surat – 395003, Gujarat
8.	Online Price Bid Submission Date	22/12/2016 upto 18:00 hrs
9.	Technical Bid Submission (in Hard Copy) Filled-in Technical Bid along with Bid Fee, EMD and other documents	In sealed envelope strictly by RPAD/Postal Speed Post On or before 29/12/2016 up to 17:00 hrs. To the Chief Accounts, Surat Municipal Corporation, Muglisara, Surat – 395003, Gujarat by RPAD or Speed Post Only.
10.	Opening of Technical Proposal – date, time and venue	05/01/2017 at 16:00 pm Address: Room No 88, Surat Municipal Corporation, Muglisara, Surat – 395003, Gujarat
11.	Presentation / demo on technical solution by bidders	To be Informed Later
12.	Opening of Financial Proposal	To be intimated to the qualified bidders
13.	Contact person and email id	Mr. Rohit Patel ,Assistant Engineer Email id : exen.traffic@suratmunicipal.org



5. Introduction and Background

5.1. About Surat

Located in western part of India in the state of Gujarat, Surat is referred as the silk city and the diamond city. It has the most vibrant present and an equally varied heritage of the past. Surat is also known as economic capital of Gujarat and is having one of the highest growth rates amongst Asian cities. As per the Census 2011, it is the eighth largest city in the country with population of 4.48 million population. On the scale of population growth, Surat is the fastest growing city in Asia and holds 4th rank in the world. On the economic front, Surat holds top position with highest per house-hold income in the country

Surat has been selected as one of twenty Indian cities (in the first round of selection) to be developed as a smart city under Smart Cities Mission.

5.2. About Surat Municipal Corporation

The Surat Municipal Corporation (SMC) has responded to the challenges of fastest population growth and high speed economic development by adopting the best urban management practices. The administration of SMC with the help of the people and elected members of the city has transformed Surat to one of the cleanest cities of India. SMC has taken all necessary steps to make the city a better place to live with all amenities. SMC has taken up many path breaking initiatives and these efforts have been acknowledged at national and international level.

Utilization of Information Technology (e-Governance)

SMC had harnessed the power of IT before it became ubiquitous and a necessity for organizations of its nature and size. SMC is one of the few local self-government to adopt computerization in its early phases and use it for better governance, improving operational efficiency and increasing ease of interaction with citizens. SMC has initiated various e-Governance and m-Governance projects. The same have been recognized at national/international level. Following is the list of awards received in recent past:

1. Express IT Award 2015 (Bronze) For SMC Mobile App
2. Vodafone – Mobile for Good Award 2014 to Citizen's Connect – SMC Mobile App
3. Skoch Order-of-Merit to Citizen's Connect – SMC Mobile App
4. mBillionth Award South Asia 2014 to Citizen's Connect – SMC Mobile App
5. HUDCO Award for Best Practices to Improve the Living Environment 2013-14 for Mobile App & Virtual Civic Center (Online Services)
6. Skoch Gold Award & Order-of-Merit for Use of e-Governance for Improved Service Delivery
7. The Janaagraha G2C Award 2012 for Best website under the category "Transparency and Accountability"
8. City Civic Centre won the National Award for e-Governance 2007-08 (Bronze) for Outstanding Performance in Citizen Centric Service Delivery



9. Golden Jubilee Memorial Trust Awards 2007-08 for Outstanding Utilisation of Communication & Information Technology from Southern Gujarat Chamber of Commerce
10. The Grievance Redressal System awarded the Best Practice Award by CMAG & FIRE[D]
11. Certificate of Merit by NIUA – FIRE(D) for the best website in the year 2001

5.3. About Surat Smart City Development Limited (SSCDL)

As per the GoI guidelines, Surat Municipal Corporation has formed a separate Special Purpose Vehicle (SPV) as Surat Smart City Development Ltd. (SSCDL) for the implementation of projects under the smart city mission for the city of Surat. This SPV shall carry end to end responsibility for vendor selection, implementation and operationalization of various smart city projects.

5.4. About the project

One of the primary objective of Surat Smart City mission is to develop Smart traffic management & enforcement solutions - Integrated Traffic Control System (ITCS) which provide greater information to the authorities to proactively manage the ongoing traffic situation and allow citizens to make informed travel choices. With ITCS, the overall burden of traffic on the roads will reduce and it will result in greater journey time reliability for the citizens and local businesses improving overall productivity levels.

SSCDL is considering the appointment of an agency to set up priority initiatives identified under the Smart City mission which will include automated signal controls, traffic surveillance equipment, variable message sign and information boards and traffic monitoring systems such as e-challan, red light violations detection systems etc.



5.5. Project objectives

The ITCS services will include strengthening of four key areas of traffic management within the city:

- Enhance **Situational Awareness** of existing traffic conditions on real time basis
- Develop ability to assimilate and **Analyze Real Time Traffic Information** and historic trends to enable automated adaptive traffic control and support decision making on traffic management strategies
- Create linkages to support **Information Sharing** through traffic controllers, Information Portal, Variable Message Signs, Web Services and APIs
- Ensure long term **Capacity Building** through training and support for city administrative staff

The following technology solutions will be procured through this tender as per the requirements set out in Volume II of this RFP:

- Adaptive Traffic Signal Control System
- Real Time Traffic Analytics Platform located at Traffic Command Centre
- Traffic Surveillance systems
- Red Light Violation Detection (RLVD) system
- Wrong side and No parking System
- Speed Detection System
- E Challan Devices
- Variable Message Sign boards
- Public Information System
- Emergency Box

5.6. Project Beneficiaries

The beneficiaries of the project include:

- Citizens
- Government Departments

5.7. Project coverage

Project coverage will include Supply of Traffic Signal Hardware / equipment, Networking, Installation, Commissioning and Maintenance & Operations of the traffic signals and other intelligent transport solutions to support Smart Traffic Management of city transport infrastructure. The selected vendor will also be responsible for supply of IT solution for the management of these signals, hardware, and application software and signal management, networking, installation, Training, Maintenance and operations of the solution for 5 year for Surat in an efficient and effective manner.



5.8. Overall project scope

The minimum specified scope of work to be undertaken by the bidder for setting up and operating ITCS Project is mentioned below. The selected bidder shall install adaptive traffic control system at identified junctions and link them with the Traffic Command Centre including a centralized traffic management platform enabled with real time analytics capability as per SLA requirements.

The following key tasks are covered under the scope document:

- To provide the signaling services round the clock, without any break in the service at all junctions
- To plan, develop and operate the adaptive traffic signals which could be operated remotely from the Traffic Command Centre (TCC) under normal condition in coordination with other junctions and while retaining the capability to operate independently in case of system failure based on the existing traffic information.
- To monitor health of every signal point from the centralized Traffic Command Centre (TCC) to attend to the failures/ breakdowns through a robust IT solution that networks all signals.
- Create a Centralized Management Information System (MIS) as a part of the IT solution for faster decision making in traffic emergency such as heavy rain fall, accidents, terrorist attack, VVIP movements etc.
- To create a service monitoring application for processing the payments to the operator based on the SLAs defined for all the activities of the project
- To provide integration methods of gathering information from the online real time cameras (cameras at Traffic Junction) into the IT solution for future requirements and analysis of traffic flows and violations.
- To manage the signals as well as the traffic through a Centralized IT solution / application software located at the command center as per the specifications provided in the RFP.
- To facilitate traffic rules enforcement through design, supply, and installation of Red Light Violation Detection (RLVD), e-challan devices and Variable Messaging Signage (VMS). Each of these systems shall be integrated with the Traffic Command and Control Centre
- The traffic enforcement cameras will be integrated with existing e-Challan system currently deployed at Police Department for issuance of challans
- To provide open APIs for traffic related information and services, such as journey planners and accident reporting through an online portal and mobile app
- To train and manage the administrative staff and offer back-end support on the operations of the TCC using the departmental manpower

6. Pre-Qualification Criteria

The Pre-Qualification Criteria for the selection of the vendor or consortium are given below. In case of Consortium, please refer the section 7.6

#	Eligibility Criteria	Document Proof
1	<p>The Prime Bidder should be registered under the Companies Act 1956 and should be in operation in India for a period of at least 5 years as on publication of bid</p> <p>In case of Consortium, each Consortium Partner should be registered under the Companies Act 1956 Or a partnership firm registered under LLP Act, 2008</p> <p>Note: Companies of origin out of India should be registered in India.</p>	<ol style="list-style-type: none"> 1. Copy of certification of incorporation 2. PAN card 3. VAT registration
2	<p>The Prime Bidder should have average annual turnover of at least Rs. 100 crores from IT or ITES in last three financial years (ending 31 March 2016)</p> <p>For a 100% subsidiary, parent company average annual turnover would be considered for evaluation purposes.</p> <p>Note: ITES is defined as outsourcing or offshoring of processes that can be enabled with information technology. Such outsourcing or offshoring which is technology enabled entails enterprise functions which are operations focused or customer centric.</p>	<ol style="list-style-type: none"> 1. Copy of audited financial statements 2. Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years 3. Support letter from parent or group company or group companies and its subsidiaries to be provided
3	<p>Each Consortium Partner should have average annual turnover of at least Rs. 30 crores from IT or ITES in last three financial years (ending 31 March 2016)</p>	<ol style="list-style-type: none"> 1. Copy of audited financial statements 2. Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years

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#	Eligibility Criteria	Document Proof
	<p>For a 100% subsidiary, parent company average annual turnover would be considered for evaluation purposes.</p> <p>Note: ITES is defined as outsourcing or offshoring of processes that can be enabled with information technology. Such outsourcing or offshoring which is technology enabled entails enterprise functions which are operations focused or customer centric.</p>	<p>3. Support letter from parent or group company or group companies and its subsidiaries to be provided</p>
4	<p>The bidder (each of the consortium members, in case of consortium) should have a positive net worth, in each of the last three Financial year (ending 31 March 2016)</p>	<p>Certificate from the Statutory auditor/ CA clearly specifying the net worth of the firm</p>
5	<p>The bidder (or consortium) should have experience of implementing following scope in last 5 years</p> <ol style="list-style-type: none"> 1. Traffic Law enforcements system like Speed detection / Red Light Violation Detection / Wrong side / No Parking or CCTV surveillance system. The project should have at least 100 outdoor cameras or at least 50 cameras having sensors to detect speed violation / red light violation / wrong side violation/ no parking violation along with analytics software 2. Command Centre with a video wall and at least 20 operators in main shift <p>Note:</p> <ol style="list-style-type: none"> 1. Above mentioned scope of 1 & 2 can be part of single project or may be separate projects. 2. Parent Company experience would be considered for only 100% subsidiary or 	<p>Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The date of work order or contract should be at least 6 months before date of release of this RFP 2. In case project is on-going then the Project must have achieved 80% of financial completion.

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#	Eligibility Criteria	Document Proof
	division or sub-division or branch or business unit.	
6	The Bidder (or consortium) should have experience of implementing at least 50 Semi-Actuated or Fully Actuated Traffic Signals with centralized software system in last 5 years.	Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract Note: 1. The date of work order or contract should be at least 6 months before date of release of this RFP 2. In case project is on-going then the Project must have achieved 80% of financial completion.
7	The Bidder (or consortium) should not have been blacklisted by Central Government / Any State Government in India as on the date of bid submission.	Self-declaration by the Bidder (All the members of the Consortium individually, in case the Bidder is a consortium) duly signed by the authorized signatory
8	Bidder(any consortium member) should have experience in executing ICT projects in last 5 years as per below : <ul style="list-style-type: none"> At least one project of value Rs 80 Cr or Two Projects of value Rs 50 Cr each or Three Projects of values Rs 40 Cr each Note: ICT stands for Information, Communications Technology projects and include IT systems integration project	Documentary evidence (Copy of completion / Ongoing client certificate and work order / Contract Note: 1. The date of work order or contract should be at least 6 months before date of release of this RFP 2. In case project is on-going then the Project must have achieved 80% of financial completion.
9	The Bidder should have an ISO 9001:2000 certification Or should be an SEI CMM Level 3 or above certified organization.	Copies of the valid certificates from authorized agencies

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#	Eligibility Criteria	Document Proof
	Note: In case of Consortium any member can satisfy this criteria	
10	<p>Prime bidder should have a local office with Warehouse facility in Surat.</p> <p>Note: If bidder does not has the local presence, it should open a local office within 60 days from issuance of LOI.</p>	<p>Supporting Documents like Rent Agreement/ Electricity Bill / Self Declaration on Company's Letter head to be submitted.</p> <p>In case local presence is not available then an Undertaking from authorized signatory to open the local office within 60 days from issuance of LOI to be submitted.</p>

7. Instructions to Bidder

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
2. Submission of bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.
3. The response to this Bid Document should be full and complete in all respects. Failure to furnish all information required by the Bid Documents or submission of a proposal not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of its Proposal.
4. Additionally, proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by SSCDL.

7.1. Purpose of Bid Document

1. The purpose of this tender is to select an Implementation Agency for setting up Integrated Traffic Control System (ITCS) across Surat City. This document provides information to enable the bidders to understand the broad requirements to submit their 'Bids'.
2. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the selection process either individually (the "Sole Firm") or as lead member of a consortium of firms (the "Prime Bidder") in response to this invitation. The term "Bidder" means the Sole Firm or the Prime Bidder, as the case may be.
3. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. The detailed scope of work is provided in Volume II of this tender document.
4. The bidder shall be required to submit their bid in three parts –Pre-Qualification, Technical Bid and Commercial Bid (in line with instructions in Section 7.11).

7.2. Proposal Preparation Cost

1. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by SSCDL to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. This Bid Document does not commit the SSCDL to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of SSCDL/ SMC and may be returned at its sole discretion.

7.3. Pre-Bid Meeting

1. A prospective Bidder requiring any clarification on the EoI Document may submit his queries, via email, to the following e-mail id on or before 14/11/2016 up to 12:00 noon. Email Id for submission of queries: exen.traffic@suratmunicipal.org
2. SSCDL will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information necessary for them to submit their bid. Date, Time and Venue for the Pre-Bid Meeting :
 - Pre-Bid conference will held on 15/12/2016 at 12:00 noon
 - Venue for Pre-Bid conference: 2nd Floor, room no 88, Conference Hall, Muglisara Surat – 395003. Gujarat.
3. The queries should necessarily be submitted in the following format:

Request for Clarification

Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization / Authorized Representative
			Tel: Mobile: Fax: Email:
Sr. No	RFP Document Reference (Volume, Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought

4. Queries submitted post the above mentioned deadline or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the: <https://smc.nprocure.com>, <http://suratsmartcity.com/Tenders>, <https://www.suratmunicipal.gov.in/Information/News>

7.4. Amendment of RFP Document

1. At any time before the deadline for submission of bids, the SSCDL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.
2. The bidders are advised to visit the, <https://www.suratmunicipal.gov.in/Information/News>, <http://suratsmartcity.com/Tenders> and <https://smc.nprocure.com> on regular basis for checking necessary updates. SSCDL also reserves the rights to amend the dates mentioned in this RFP for bid process
3. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the SSCDL may, at its discretion, extend the last date for the receipt of Bids.

7.5. Conflict of Interest

1. A “Conflict of Interest” is any situation that might cause an impartial observer to reasonably question whether System Integrator actions are influenced by considerations of your firm’s interest at the cost of Government. The System Integrator agrees that it shall hold the SSCDL’s interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with other assignments of a similar nature. In the event the System Integrator foresees a Conflict of Interest, the System Integrator shall notify SSCDL forthwith and seek its approval prior to entering into any arrangement with a third party which is likely to create a Conflict of Interest.
2. Bidders shall not have a conflict of interest that may affect the Selection Process or the scope (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified.
3. SSCDL requires that the Bidder provides professional, objective, and impartial advice and at all times hold the SSCDL’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
4. The System Integrator shall disclose to SSCDL in writing, all actual and potential Conflicts of Interest that exist, arise or may arise (either for the System Integrator or its team) during the term of the Agreement as soon as it becomes aware of such a conflict.

7.6. Consortium Condition

1. The number of consortium members cannot exceed three, including the Prime Bidder.

2. A Bidder applying individually or as consortium member shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.
3. Consortium members must provide a Memorandum of Understanding (MoU) covering above points and showing their intention to enter into such an Agreement at the time of bidding along with Pre-Qualification Bid.
4. A Bidding Consortium is required to nominate a Prime Member. The formation of the consortium including identification of Prime member and role and responsibilities of each member shall be supported by Memorandum of Agreement and Power of Attorney signed by all the members on a stamp paper of INR 100/-.
5. The successful bidder (SI) shall require to enter into agreement with all member of Consortium Members specifying following points in the Agreement. These points shall also be captured in MoU
 - i. Identity Prime Member and Power of Attorney in favor of Prime Member.
 - ii. Roles and responsibilities of each consortium partner, the identification of the lead partner, and providing for joint and several liability for each partner.
 - iii. All consortium members would be available throughout the Contract Period.
 - iv. Each member of the Consortium shall be jointly and severally liable for the due implementation, operation and maintenance of the Project.
 - v. The role and responsibility of any member must be commensurate with the technical/financial capabilities that such member is contributing towards meeting the qualification criteria. Each consortium member is liable to contribute resources in terms of knowledge, skills and trained manpower commensurate with its role and responsibilities during the Contract Period.
 - vi. The Consortium Agreement must also state that the period of the Agreement would coincide with the Contract period. Consortium must continue to be in existence during the period of the contract and that any change will be subject to approval of the Authority (SSCDL) only.
 - vii. The final contract between the consortium members (The Consortium Contract) would be available for legal vetting and open to suggestions by the SSCDL. SSCDL will suggest binding corrections if it finds that such contract does not meet its requirements and interests as per the Tender in letter and spirit.
 - viii. The Agreement should be on stamp paper and notarized. The signatories must be duly authorized.

- ix. Any modification in roles and responsibilities between consortium members during Contract Period shall be allowed only after approval from SSCDL. Any changes and deviation of roles and responsibilities of consortium members during the execution, operation and maintenance of this Project without prior approval of Authority shall be viewed seriously by the SSCDL as it can affect an important public service. Such unilateral action by the SI shall entitle SSCDL to take appropriate action including considering it an Event of Default under this Contract leading to consequences including termination with appropriate notice.
- x. Any Dispute arising during Contract Period between the Consortium Member shall be resolved amicably without adversely impacting Project Implementation and Operation. If in SSCDL's opinion, Dispute between Consortium members adversely impacting implementation and operation of the Project then Authority may in its sole discretion in the interest of the Project (a) Terminate the Contract after due process and/or (2) Provide a binding solution.
- xi. In case SSCDL Intends to proceed for Termination on account of SI Event of Defect and /or unresolved disputes between the Consortium Members, both the Consortium Members shall be jointly and severally liable for Implementation, Operation and Maintenance of project at Agreed prices and payment terms specified in this Tender till Authority or any new agency appointed by it takes over the Project
- xii. SSCDL reserves the right to reject the Bid in case of change in the constitution of the consortium after the submission of Bid and before the execution of the Agreement

7.7. Right to amendment of the project scope

- 1. SSCDL retains the right to amend the scope of work or amend the program for service delivery at any time and without assigning any reason. SSCDL makes no commitments, express or implied, that the full scope of work as described in this RFP will be commissioned.
- 2. The bidder's technical and commercial proposals received in this process may result in SSCDL selecting to engage with the bidders' in further discussions and negotiations toward execution of a contract including finalization of the scope elements. The commencement of such negotiations does not, however, signify a commitment by the SSCDL to execute a contract or to continue negotiations. SSCDL may terminate negotiations at any time without assigning any reason.

7.8. SSCDLs rights to terminate the selection process

- 1. SSCDL may terminate the RFP process at any time and without assigning any reason. SSCDL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

2. This RFP does not constitute an offer by SSCDL.
3. The bidder's participation in this process may result in SSCDL selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the SSCDL to execute a contract or to continue negotiations. SSCDL may terminate negotiations at any time without assigning any reason.

7.9. Right to reject any proposal

1. Notwithstanding anything contained in this RFP, SSCDL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
2. Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

General rejection criteria

- i. Conditional Bids;
- ii. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process;
- iii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- iv. Bids received after the prescribed time & date for receipt of bids;
- v. Bids without signature of person (s) duly authorized on required pages of the bid;
- vi. Bids without power of attorney/ board resolution or its certified true copy.

Pre-Qualification rejection criteria

- i. Bidders not complying with the Eligibility Criteria given in this Tender ;
- ii. Revelation of prices in any form or by any reason before opening the Commercial Bid;
- iii. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;

Technical rejection criteria

- i. Technical Bid containing commercial details;
- ii. Revelation of Prices in any form or by any reason before opening the Commercial Bid;

- iii. Failure to furnish all information required by the Tender Document or submission of a Bid not substantially responsive to the Tender Document in every respect;
- iv. Bidders not quoting for the complete scope of work as indicated in the Tender Documents, addendum /corrigendum (if any) and any subsequent information given to the Bidder;
- v. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;
- vi. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the scope of work and Service Level Agreements of this Tender;

Commercial Rejection Criteria

- i. Incomplete price Bid;
 - ii. Price Bids that do not conform to the Tender's price bid format;
 - iii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
 - iv. If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.
3. Misrepresentation/ improper response by the Bidder may lead to the disqualification. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then SSCDL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of SSCDL, including annulment of the Selection Process.

7.10. Bid Fee and Earnest Money Deposit (EMD) and amount

- 1. The bidder should pay non-refundable Bid Fee of Rs. 18,000/- (Eighteen Thousand rupees only) in favor of Surat Smart City Development Limited, from Nationalized or Scheduled Banks except Co-operative Banks, payable at Surat. The Bid fees shall be in the form of a Demand Draft / Banker's Cheque.
- 2. The bidder should also pay EMD of Rs. 1,60,00,000 (Rupees One Crores and sixty lakhs only) whereby 50% amount shall be in the form of Demand Draft and 50 % amount shall be in the form of Bank guarantee of any nationalized / scheduled banks with validity of 180 days beyond the original validity period for the bid.
- 3. No interest will be payable by the SSCDL on the Earnest Money Deposit.

4. In case bid is submitted without EMD or Bid fees as mentioned above then SSCDL reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.
5. The EMD of unsuccessful Bidders will be returned by the Authority, without any Interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.
6. The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof
7. The decision of SSCDL regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
8. The EMD may be forfeited:
 - If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
 - In the case of a successful bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
 - During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - During the bid process, if any information found wrong / manipulated / hidden in the bid.

7.11. Sealing, Marking and Submission of Bids

Bidders are required to submit their bids in separate sealed envelopes as per instructions given below:

Part 1: Pre-Qualification Bid, Bid Fees, EMD and soft copy in CD/DVD/ Pen drive/ USB stick with complete details as mentioned in Section 10 in “**Envelop 1**” super scribed with Tender No, Due Date and RFP Name – “***Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City***”. The proposal shall also consist with all supporting documents.

Part 2: Technical Bid and soft copy in CD/DVD/ Pen drive/ USB stick with complete details as mentioned in Section 11 in “**Envelop 2**” super scribed with Tender No, Due Date and RFP Name – “***Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City***”. The proposal shall also consist with all supporting documents, RFP Copy, Addendum & Corrigendum, if any.

The large envelope / outer envelope containing above envelopes must be sealed and super scribed and shall be sent as under :

Details to be mentioned exactly on sealed envelop

Tender Details

- **Notice No.:** SSCDL-Traffic-ITCS-RFP-01-2016
- **Bid for Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City**
- **Last date of Submission: On or before 22/12/2016 up to 18:00 hrs.**

To,
The Chief Accountant,
Surat Municipal Corporation,
 Mahanagar Seva Sadan,
 Gordhandas Chokhawala Marg,
 Muglisara, Surat – 395 003,
 Gujarat, INDIA.

1. The Bid must be sent strictly by **Postal Speed Post or Registered Post AD only** so as to reach on or before 29/12/2016 up to 17.00 hrs. **Bids received in any other manner or mode (like courier, in person, etc.) will not be considered. SSCDL won't be responsible for postal delays.**
2. SSCDL will not accept submission of a proposal in any manner other than that specified in the document. Proposals submitted in any other manner shall be treated as defective, invalid and rejected.
3. If the envelopes are not sealed and marked as instructed above, the SSCDL assumes no responsibility for the misplacement or premature opening of the contents of the application and consequent losses, if any suffered by the Bidder.
4. Each Bidder shall submit only one proposal containing documents as below. A bidder who submits more than one proposal under this contract will be disqualified
 - a. Original copy of the Bid fee & EMD
 - b. Pre-qualification criteria related documents
 - c. Technical Proposal related documents
 - d. RFP Copy and Addenda & Corrigendum
 - e. The Bidder shall prepare original set of the Application (together with originals /copies of documents required to be submitted along therewith pursuant to this document) and applicant shall also provide a soft copy on a Compact Disc (CD) / Pen Drive / USB stick. In the event of any discrepancy between the original and CD/Pen Drive/USB stick, the original shall prevail
 - f. Each page of the above should bear the initials of the Applicant along with the seal of the Applicant in token of confirmation of having understood the contents. In case of consortium the bid will be signed by the Prime Bidder.
5. Pre-qualification and technical proposal should be signed by an authorized person of the bidder. The pre-qualification proposal should be submitted along with a certified true copy of a board resolution/power of attorney empowering 28avour28ona signatory to

sign/act/execute documents binding the bidder 29avour29onali to the terms and conditions detailed in this proposal. In case of the Consortium the Prime bidder will submit this document.

6. Proposals must be direct, concise, and complete. SSCDL will evaluate bidder's proposal based on its clarity and completeness of its response to the requirements of the project as outlined in this RFP. The Chairman, SSCDL or Municipal Commissioner, SMC reserves the right to accept or reject any or all the proposals without assigning any reason.

PRICE BID

1. The price bid must be submitted online on <https://smc.nprocure.com>. It should not to be sent physically, if submitted physically the bid shall be rejected. Please refer Section 12 for format and instructions.

7.12. Language of Bids

1. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and SMC, shall be written in English language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
2. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

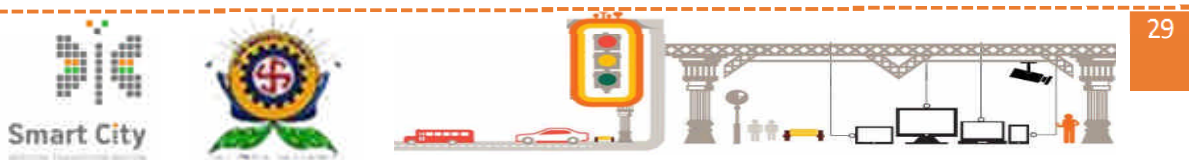
7.13. Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to SSCDL, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. SSCDL will not take responsibility towards this. However, SSCDL may provide necessary assistance, wherever possible, in this regard.

7.14. Bid Validity

The proposal should be valid for acceptance for a minimum period of 180 days from the Bid Opening Date (the "Proposal Validity Period"). If required, Authority may request the bidder to have it extended for a further period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify his Proposal but will be required to extend the validity of EMD for the period of the extension, and in compliance with Clause 7.10 in all respects

7.15. Taxes



The Prices mentioned in the Price Bid should include all applicable taxes. Any deviations due to change in the rate of taxes and duties or any introduction of new taxes and duties would be bear by the Bidder and SSCDL shall not pay any additional amount for such tax rate deviation. The SSCDL shall be entitled to deduct tax at source or any other taxes/ cess as may be applicable.

7.16. Firm Prices and Bid Currency

Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. Prices shall be expressed in Indian Rupees (INR) only.

7.17. Right to vary the scope of the work at the time of award

SSCDL reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement. If any such change causes an increase or decrease in the cost of, or the time required for the SI's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the SI for adjustment under this Clause must be asserted within thirty (30) days from the date of the SI's receipt of the SSCDL changed order.

7.18. Modification or Withdrawal of Bids

1. A Bidder wishing to withdraw its bid shall notify SSCDL by e-mail prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by electronic means such as e-mail, but it must be followed by a signed confirmation copy, postmarked at least one day prior the deadline for submission of bids.
2. The notice of withdrawal shall:
 - Be addressed to SSCDL at the address named in the bid Data Sheet,
 - Bear the Contract name, the <Title> and < bid No.>, and the words "bid Withdrawal Notice."
3. Bid withdrawal notices received after the bid submission deadline shall be ignored, and the submitted bid shall be deemed to be a validly submitted bid.
4. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the specified bid validity period. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's EMD.

7.19. Evaluation Process

1. The Bidder must possess the technical know-how and the financial wherewithal that would be required to successfully provide the services sought by SSCDL, for the entire period of the

contract. The Bidder's Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bid Document.

2. SSCDL will appoint a Bidder's Evaluation Committee (BEC) to scrutinize and evaluate the pre-qualification of bidders, technical and commercial bids received. The BEC will examine the Bids to determine whether they are complete, response and whether the Bid format confirms to the Bid Document requirements. SSCDL may waive any informality or nonconformity in a Bid which does not constitute a material deviation according to SSCDL.
3. The technical bid of only those bidders (or consortia) shall be opened which meet all the criteria of the pre-qualification criteria mentioned in Section 6 as per format provided in Section 10 below.
4. There should be no mention of bid prices in any part of the Bid other than the Commercial Bids.

7.20. Opening of Technical Bid

1. SSCDL shall open the Technical Proposals, of bidders qualifying the pre-qualification criteria, in public, in the presence of Bidders' designated representatives and anyone who chooses to attend, at the address, and at the date and time specified in Section 4.
2. Only bids that are opened and read out at the proposal opening and are accompanied with hard copy of Demand Drafts for EMD shall be considered further.

7.21. Evaluation of Technical Bids

1. The Technical Bids of only those Bidders, who qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause. The Bid Evaluation Committee may invite each Bidder to make a presentation as part of the technical evaluation.
2. The BEC may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in SSCDL's interest).
3. **Only those Bids which have a minimum score of 70% of total marks in technical evaluation will be considered for opening of their Commercial Bid.** However, Commissioner, SMC or Chairman, SSCDL reserves the right to lower the minimum required marks if none of the Bidders achieves 70% of the total marks. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.

7.22. Technical Evaluation Criteria

Technical Evaluation of the bids would be carried out on four criteria as given below:

1. Bidder's Competence (55%)
2. Approach and Methodology (10%)
3. Proposed team and people in organization (20%)
4. Presentation Case Study and Demonstration (15%)

#	Technical Evaluation Criteria	Technical Evaluation parameter	Weightage										
Bidder's Competance													
1	Bidder Competence – Turnover	<ul style="list-style-type: none">• The bidder (prime bidder in case of consortium) having average annual turnover of 100 Cr from IT or ITES in last three financial years (ending 31 March 2016) will get 70 of total allocated marks.• For every additional Rs. 50 Cr of average turnover the bidder (lead bidder in case of consortium) will get 10% marks, subject to a maximum of 100 marks. <table><tr><th>Average Turnover (in crores)</th><th>Marks</th></tr><tr><td>>= INR 250 Cr.</td><td>100</td></tr><tr><td>>= INR 200 Cr. And < INR 250 Cr.</td><td>90</td></tr><tr><td>>= INR 150 Cr. And < INR 200 Cr.</td><td>80</td></tr><tr><td>>= INR 100 Cr. And < INR 150 Cr.</td><td>70</td></tr></table> <p>Maximum Marks: 100</p>	Average Turnover (in crores)	Marks	>= INR 250 Cr.	100	>= INR 200 Cr. And < INR 250 Cr.	90	>= INR 150 Cr. And < INR 200 Cr.	80	>= INR 100 Cr. And < INR 150 Cr.	70	4%
Average Turnover (in crores)	Marks												
>= INR 250 Cr.	100												
>= INR 200 Cr. And < INR 250 Cr.	90												
>= INR 150 Cr. And < INR 200 Cr.	80												
>= INR 100 Cr. And < INR 150 Cr.	70												
2	Bidder Competence – Financial Ratios	<p>Relative performance of the bidder (prime bidder in case of consortium) vis-a-vis other bidders on following financial parameters :</p> <ul style="list-style-type: none">• Asset Liability Ratio (Average for last 3 Fys: 2013-14, 2014-15, 2015 – 16) (1 Mark, Computed as $1 \times X / X_{max}$, where X is the respective value for bidder and X_{max} the maximum value among all qualifying bidders.)• Debt Equity Ratio (Average for last 3 Fys: 2013-14, 2014-15, 2015 – 16) (1	2%										

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

#	Technical Evaluation Criteria	Technical Evaluation parameter	Weightage										
		Mark, Computed as $1 \times X_{\min} / X$, where X is the respective value for bidder and X_{\min} the minimum value among all qualifying bidders.)											
3	Bidder Competence – Executing Large ICT Projects	<ul style="list-style-type: none">The bidder (any consortium member) should have experience in executing ICT projects as per below terms:<ol style="list-style-type: none">At least one project of value Rs 80 Cr orTwo Projects of value Rs 50 Cr each orThree Projects of values Rs 40 Cr eachIf the bidder has fulfilled any of the above criteria, the bidder will get 70 marks – Refer as MinFor every additional ICT project, the bidder will get 10 marks, subject to a maximum of 100 marks as per below criteria<table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>Min + every additional project of value Rs 80 Cr</td><td>20</td></tr><tr><td>Min + every additional project of value Rs 50 Cr</td><td>15</td></tr><tr><td>Min + every additional project of value Rs 40 Cr</td><td>10</td></tr><tr><td>= Min</td><td>70</td></tr></table> <p>Maximum Marks: 100 (ICT stands for Information and Communications Technology projects and include IT systems integration project)</p>	Number of Projects	Marks	Min + every additional project of value Rs 80 Cr	20	Min + every additional project of value Rs 50 Cr	15	Min + every additional project of value Rs 40 Cr	10	= Min	70	5%
Number of Projects	Marks												
Min + every additional project of value Rs 80 Cr	20												
Min + every additional project of value Rs 50 Cr	15												
Min + every additional project of value Rs 40 Cr	10												
= Min	70												
4	Bidder Competence – Surveillance Projects	<ul style="list-style-type: none">If bidder has executed one project (surveillance project with at least 100 cameras points in outdoor/ public area) the bidder will get 70 marks.For every additional surveillance project (surveillance project with at least 100 cameras points in outdoor/ public area)	10%										

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

#	Technical Evaluation Criteria	Technical Evaluation parameter	Weightage										
		<p>the bidder will get 10 marks, subject to a maximum of 100 marks.</p> <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr><tr><td>= 2</td><td>80</td></tr><tr><td>= 1</td><td>70</td></tr></table> <p>Maximum marks: 100</p>	Number of Projects	Marks	= >4	100	= 3	90	= 2	80	= 1	70	
Number of Projects	Marks												
= >4	100												
= 3	90												
= 2	80												
= 1	70												
5	Bidder Competence – Traffic Violation Detection projects	<ul style="list-style-type: none">• If bidder has executed one project (one traffic violation detection project having 50 cameras to detect speed violation / red light violation / wrong side violation/ no parking violation along with software, the bidder will get 70 marks.• For every additional project (50 cameras to detect speed violation / red light violation / wrong side violation/ no parking violation) the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr><tr><td>= 2</td><td>80</td></tr><tr><td>= 1</td><td>70</td></tr></table> <p>Maximum marks: 100</p>	Number of Projects	Marks	= >4	100	= 3	90	= 2	80	= 1	70	10%
Number of Projects	Marks												
= >4	100												
= 3	90												
= 2	80												
= 1	70												
6	Bidder Competence – Semi-Actuated or Fully Actuated Traffic Signals	<ul style="list-style-type: none">• If bidder has executed one project (at least 50 Semi-Actuated or Fully Actuated Traffic Signals with centralized software system) the bidder will get 70 marks.• For every additional project (at least 50 Semi-Actuated or Fully Actuated Traffic Signals with centralized software system) the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= 4 or >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr><tr><td>= 2</td><td>80</td></tr><tr><td>= 1</td><td>70</td></tr></table>	Number of Projects	Marks	= 4 or >4	100	= 3	90	= 2	80	= 1	70	10%
Number of Projects	Marks												
= 4 or >4	100												
= 3	90												
= 2	80												
= 1	70												

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

#	Technical Evaluation Criteria	Technical Evaluation parameter	Weightage										
		Maximum marks: 100											
7	Bidder Competence- Emergency/panic button	<ul style="list-style-type: none">If bidder has executed one project that entails emergency/panic buttons (at least 10 aggregate emergency/panic buttons) the bidder will get 70 marks.For every additional project (at least 10 aggregate emergency/panic buttons) the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr><tr><td>= 2</td><td>80</td></tr><tr><td>= 1</td><td>70</td></tr></table>	Number of Projects	Marks	= >4	100	= 3	90	= 2	80	= 1	70	2%
Number of Projects	Marks												
= >4	100												
= 3	90												
= 2	80												
= 1	70												
		Maximum marks: 100											
8	Bidder Competence- Public Address System	<ul style="list-style-type: none">If bidder has executed one project (at least 10 aggregate public address system/devices) the bidder will get 70 marks.For every additional project (at least 10 aggregate public address system/devices) the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr><tr><td>= 2</td><td>80</td></tr><tr><td>= 1</td><td>70</td></tr></table>	Number of Projects	Marks	= >4	100	= 3	90	= 2	80	= 1	70	2%
Number of Projects	Marks												
= >4	100												
= 3	90												
= 2	80												
= 1	70												
		Maximum marks: 100											
9	Bidder Competence- Variable Messaging Boards	<ul style="list-style-type: none">If bidder has executed one project (at least 20 Variable Messaging Boards) the bidder will get 70 marks.For every additional project (at least 20 Variable Messaging Boards) the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr><tr><td>= 2</td><td>80</td></tr><tr><td>= 1</td><td>70</td></tr></table>	Number of Projects	Marks	= >4	100	= 3	90	= 2	80	= 1	70	2%
Number of Projects	Marks												
= >4	100												
= 3	90												
= 2	80												
= 1	70												

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

#	Technical Evaluation Criteria	Technical Evaluation parameter	Weightage										
		Maximum marks: 100											
10	Bidder Competence- Command and Control Center installations	<ul style="list-style-type: none">• If bidder has executed 1 project that entails operationalization of command and control centre (covering for surveillance/ traffic/ disaster management/ city operations functions) with minimum 20 operators in main shift• For every additional project (that entails operationalization of command and control centre (covering for surveillance/ traffic/ disaster management/ city operations functions) with minimum 20 operators in main shift) the bidder will get 10 marks, subject to a maximum of 100 marks. <table><tr><th>Number of Projects</th><th>Marks</th></tr><tr><td>= >4</td><td>100</td></tr><tr><td>= 3</td><td>90</td></tr><tr><td>= 2</td><td>80</td></tr><tr><td>= 1</td><td>70</td></tr></table> Maximum marks: 100	Number of Projects	Marks	= >4	100	= 3	90	= 2	80	= 1	70	8%
Number of Projects	Marks												
= >4	100												
= 3	90												
= 2	80												
= 1	70												
Approach & Methodology													
11	Approach & Methodology	<ul style="list-style-type: none">• Following parameters will be evaluated: <table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Completeness of project plan and ease of implementation (including training and change management plan)</td><td>20</td></tr><tr><td>Clarity and details shown in BOM</td><td>10</td></tr><tr><td>Strategy to maintain all the SLAs and handling change requests</td><td>20</td></tr><tr><td></td><td>50</td></tr></table> Maximum marks: 100	Parameter	Marks	Completeness of project plan and ease of implementation (including training and change management plan)	20	Clarity and details shown in BOM	10	Strategy to maintain all the SLAs and handling change requests	20		50	10%
Parameter	Marks												
Completeness of project plan and ease of implementation (including training and change management plan)	20												
Clarity and details shown in BOM	10												
Strategy to maintain all the SLAs and handling change requests	20												
	50												

#	Technical Evaluation Criteria	Technical Evaluation parameter	Weightage										
Proposed Team and people in organization													
12	People in organization	<ul style="list-style-type: none">The prime bidder having at least 100 FTE (full time employees) on the payroll of organization working on ICT projects will get 70 marksFor every additional 50FTEs the bidder will get additional 10 marks subject to maximum of 100 marks. <table><tr><th>Number of FTE</th><th>Marks</th></tr><tr><td>> 200 FTE</td><td>100</td></tr><tr><td>> 150 FTE to =<200 FTE</td><td>90</td></tr><tr><td>> 100 FTE to =<150 FTE</td><td>80</td></tr><tr><td>= 100 FTE</td><td>70</td></tr></table> <p>Maximum marks: 100</p>	Number of FTE	Marks	> 200 FTE	100	> 150 FTE to =<200 FTE	90	> 100 FTE to =<150 FTE	80	= 100 FTE	70	10%
Number of FTE	Marks												
> 200 FTE	100												
> 150 FTE to =<200 FTE	90												
> 100 FTE to =<150 FTE	80												
= 100 FTE	70												
13	People on project	<ul style="list-style-type: none">Each of the following profiles suggested by the bidder will be evaluated: <table><tr><th>Profile</th><th>Total Marks</th></tr><tr><td>Project Director with experience of at least 15 years and Relevant domain experience as below: Relevant domain Experience 10 Years – 10 Marks, Relevant domain Experience 10 Years and above– 15 Marks, One Relevant Project – 5 Marks, Two Relevant Projects – 10 Marks, Three Relevant Projects – 15 Marks</td><td>25</td></tr><tr><td>Project Manager with experience of</td><td>25</td></tr></table>	Profile	Total Marks	Project Director with experience of at least 15 years and Relevant domain experience as below: Relevant domain Experience 10 Years – 10 Marks, Relevant domain Experience 10 Years and above– 15 Marks, One Relevant Project – 5 Marks, Two Relevant Projects – 10 Marks, Three Relevant Projects – 15 Marks	25	Project Manager with experience of	25	10%				
Profile	Total Marks												
Project Director with experience of at least 15 years and Relevant domain experience as below: Relevant domain Experience 10 Years – 10 Marks, Relevant domain Experience 10 Years and above– 15 Marks, One Relevant Project – 5 Marks, Two Relevant Projects – 10 Marks, Three Relevant Projects – 15 Marks	25												
Project Manager with experience of	25												

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#	Technical Evaluation Criteria	Technical Evaluation parameter	Weightage
		at least 10 years and Relevant domain experience as below: Relevant domain Experience 5 Years – 10 Marks, Relevant domain Experience 10 Years and above – 15 Marks, One Relevant Project – 5 Marks, Two Relevant Projects – 10 Marks, Three Relevant Projects – 15 Marks	
		Transport Engineering Expert with experience of at least 5 years (Relevant domain Experience 5 Years – 10 Marks, Relevant domain Experience 10 Years – 15 Marks, One Relevant Project – 5 Marks, Two Relevant Projects – 10 Marks, Three Relevant Projects – 15 Marks)	25
		Intelligent Transport Expert with experience of atleast 10 years (Relevant domain Experience 10 Years – 10 Marks, Relevant domain Experience 15 Years – 15 Marks,	25

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#	Technical Evaluation Criteria	Technical Evaluation parameter		Weightage												
		One Relevant Project – 5 Marks, Two Relevant Projects – 10 Marks, Three Relevant Projects – 15 Marks)														
Maximum marks: 100																
Presentation and Case Study Demonstration																
14	Project Presentation	Following parameters will be evaluated during presentation: <table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>System Integrators understanding of Surat’s requirements (functional and technical) and completeness of proposed solution</td><td>20</td></tr><tr><td>Presentation of Approach & Methodology for Implementation</td><td>20</td></tr><tr><td>Clarifications given during Presentation</td><td>20</td></tr><tr><td>Similar Case Studies (Based on bidder experience)</td><td>20</td></tr><tr><td>Live Demonstration (Of other systems implemented by bidder)</td><td>20</td></tr></table>		Parameter	Marks	System Integrators understanding of Surat’s requirements (functional and technical) and completeness of proposed solution	20	Presentation of Approach & Methodology for Implementation	20	Clarifications given during Presentation	20	Similar Case Studies (Based on bidder experience)	20	Live Demonstration (Of other systems implemented by bidder)	20	15%
Parameter	Marks															
System Integrators understanding of Surat’s requirements (functional and technical) and completeness of proposed solution	20															
Presentation of Approach & Methodology for Implementation	20															
Clarifications given during Presentation	20															
Similar Case Studies (Based on bidder experience)	20															
Live Demonstration (Of other systems implemented by bidder)	20															
Maximum marks: 100																

7.23. Opening of Commercial Bid

1. The Commercial bids shall not be opened by SSCDL until the evaluation of the Technical Proposals has been completed.

2. SSCDL will open the Commercial Bids of those Bidders who have achieved **minimum score of 70% of total marks in technical evaluation**
3. SSCDL will open the Commercial Bids in the presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by SSCDL.
4. Commercial Bids from bidders who have failed to qualify in evaluation of the technical proposal will not be opened. Only bids that are opened and read out at the proposal opening shall be considered further.

7.24. Evaluation of Commercial Bids and Selection Method

1. SSCDL will award the Contract to the Bidder based on **Lowest Quoted price (L1)**. No additional cost in any form will be entertained by SSCDL during the contract period.
2. The Capex quoted should not be more than 65% of overall value of the price bid.
3. The commercial evaluation will be done based on the parameters given below: Total Estimated Commercial Bid of a bidder would be calculated based on quantities given in Section 12. The quantities in this table has been derived/estimated, considering comprehensive O&M period of 5 years. The extension can be decided in future depending on the satisfactory performance of the bidder by competent authority, future IT Infrastructure expansion needs and sole discretion of SSCDL.
4. The Commercial Bids of only the technically qualified bidders will be opened for evaluation.
5. The bidder achieving the L1 price will be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same price, the bidder with the higher technical score will be invited for negotiations and awarding the contract. In case of a tie on the technical scores and L1 price, the bidder with higher turnover will be invited for negotiations and awarding of the contract.
6. **Arithmetical errors:** If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail

7.25. Insurance

The bidder will be required to undertake the insurance for all traffic signals and its related accessories / equipment.

7.26. OEM / Implementation Partner Participation Criteria

1. The bidder will be required to submit a manufacturer's authorization form from all the OEMs stating that the bidder in concern would be bidding for their products/solutions.
2. Bidders are required to specify only one make and model of each item and provide the details in the Technical bid. Please refer section 11 more details.
3. Firms with common Proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother and minor son/daughter and brother/sister and minor brother/sister, shall not bid separately under different names for the same contract. An independence form in the same regard must be submitted by the bidder.
4. If it is found that the same firm has submitted multiple bids under different names for the proposed contract, all such tender(s) shall stand rejected and bid deposit of each such firm/establishment shall be forfeited. In addition, such firms/establishments shall be liable, at the discretion of the Chief Operating Officer/ Municipal Commissioner, for further penal action including blacklisting.
5. If it is found that close relatives (as described above) have uploaded separate tenders/ quotations under different names of firms/ establishments but with common address for such establishments/firms and/or if such establishments/ firms, though they have different addresses, are managed or governed by the same person/persons jointly or severally, such tenders shall be liable for further penal action including blacklisting.
6. If after awarding the contract it is found that the accepted bid violated any of the directions pertaining to participation as stated above, the contract shall be liable for cancellation at any time during its validity in addition to penal action against the contractors as well as related firm/establishment.

7.27. Rights to Accept/Reject any or all Proposals

SSCDL reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected bidder or bidders of the grounds for SSCDL's action.

7.28. Notifications of Award and Signing of Contract

1. Prior to the expiration of the period of proposal validity, the bidder will be notified in writing or by fax or email that its proposal has been accepted.

2. SSCDL shall facilitate signing of the contract within the period of 30 days of the notification of award. However, it is to be noted that the date of commencement of the project and all contractual obligations shall commence from the date of issuance of Purchase Order/Letter of Acceptance, whichever is earlier. All reference timelines as regards the execution of the project and the payments to the Implementation Agency shall be considered as beginning from the date of issuance of the Purchase Order/Letter of Acceptance, whichever is earlier.
3. The notification of award (LoI/Purchase Order) will constitute the formation of the Contract. Upon the Bidder's executing the contract with SSCDL, it will promptly notify each unsuccessful bidder and return their EMDs.
4. At the time SSCDL notifies the successful Bidder that its bid has been accepted, SSCDL will send the Bidders the Pro forma for Contract, incorporating all clauses/agreements between the parties. Within 15 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to SSCDL. Draft Format of the contract is given in the Annexure, Section 13.2

7.29. Quantity Variation

1. The variation in individual item of quantities permitted, provided it shall not exceed $\pm 30\%$ in individual item of quantities except for cables, ducting, trenching and HDPE / DWC pipes which will be considered on actuals. The successful bidder shall not object to the upward or downward variation in quantities of any item within the variation limits.
2. Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for entire duration of the contract. The payment for cables, ducting, trenching and HDPE / DWC pipes will be made on actual quantity and payment will be made at tender rates for entire duration of contract.
3. No claim shall be entertained or become payable for price variation of additional quantities.

7.30. Performance Bank Guarantee

4. The successful bidder shall at his own expense, deposit with department, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks as per the format given in this Bid Document, in favour of Surat Smart City Development Ltd for the due performance and fulfilment of the contract by the bidder.
5. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.

6. The successful bidder shall maintain a valid and binding Performance Guarantee for a period of three months after the expiry of the Contract Period (“Validity Period”).
7. The Performance Bank Guarantee letter format can be found in the Annexure, section 13.1 of this document.
8. The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
9. If the Bidder, fails to furnish the Performance Guarantee, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof
10. In the event of the Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract. Department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
11. Department shall also be entitled to make recoveries from the Bidder’s bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

7.31. Governing Law

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Surat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

7.32. Failure to agree with the Terms & Conditions of the Bid Document/ Contract

Failure of the bidder to agree with the Terms & Conditions of the Bid Document/Contract shall constitute sufficient grounds for the annulment of the award of contract, in which event the contract may be awarded to the next most responsive bidder.

7.33. Terms and Conditions of the Tender

1. Bidder is required to refer to the draft Contract Agreement, attached as Annexure, 13.2 in this Bid Document, for all the terms and conditions (including project timelines) to be adhered by the successful bidder during Project Implementation and Post implementation period.

2. Please note that one needs to read the Contract Agreement as a whole document; and the Annexure mentioned there-in may not correspond to the Bid Document Annexure. Please refer to the Interpretation Section of the Draft/Master Service Agreement.

8. Service Level Agreements

Service Level Agreement (SLA) shall become the part of Agreement between SSCDL and the Successful Bidder. SLA defines the terms of the Successful Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this section. The Successful Bidder has to comply with Service Levels requirements to ensure adherence to Project timelines, quality and availability of services.

The Successful Bidder (refer as System Integrator, SI) has to supply software/automated tools to monitor all the SLAs mentioned below.

Note: Penalties shall not be levied on the Successful Bidder in the following cases:

- There is a Force Majeure event effecting the SLA which is beyond the control of the Successful Bidder
- The non-compliance to the SLA has been due to reasons beyond the control of the Bidder.
- Theft cases by default would not be considered as "beyond the control of Bidder". However, certain cases, based on circumstances & certain locations, SSCDL may agree to qualify as "beyond the control of Bidder". Damages due to any accident / mishap shall be considered as "beyond the control of Bidder". However, Power shut down or deliberate damage to field devices such as Cameras, Audio Systems etc. would not be considered as "beyond the control of Bidder".

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the System Integrator to SSCDL for the duration of this Agreement.

8.1. Definitions

For the purposes of this service level agreement, the definitions and terms are specified in the contract along with the following terms shall have the meanings set forth below :

- "Uptime" shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non IT & IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]\} * 100$$

- "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of SI.

- c. “Incident” refers to any event / abnormalities in the functioning of the Services specified as part of the Scope of Work of the Systems Integrator that may lead to disruption in normal operations of the Surveillance System.
- d. “Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective vendors, getting the confirmatory details about the same from the vendor and conveying the same to the end user), the services related troubles during the first level escalation.

8.2. Measurement of SLA

The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the liquidated damages for lower performance and breach conditions.

Payment to the SI is linked to the compliance with the SLA metrics. The matrix specifies three levels of performance, namely,

- a. The SI will get 100% of the Contracted value if all the baseline performance metrics are compiled and the cumulative credit points are 100
- b. The SI will get lesser payment in case of the lower performance. (For e.g. if SLA point score is 80 then the SI will get 20% less on the quarterly payment – The formula calculating the deductions is “(100 – SLA Point Score)%”)
- c. If the performance of the Agency in respect of any parameter falls below the prescribed lower performance limit, debit points are imposed for the breach.

The credit (+) points earned during the quarter will be considered for computing penalty. The quarterly payment shall be made after deducting the liquidated damages as mentioned above.

The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the SI and audited by SSCDL or its appointed Consultant for accuracy and reliability.

SSCDL shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters. The SLAs defined, shall be reviewed by SSCDL on an annual basis after consulting the SI, Project Management Consultants and other experts. All the changes would be made by SSCDL after consultation with the SI and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.

Total liquidated damages to be levied on the SI shall be capped at 10% of the total contract value. However, SSCDL would have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value. Liquidated damages to be levied during Post Implementation period shall be capped at 10% of the OPEX value. SSCDL would also have

right to invoke termination of contract in case cumulative debit point (breach points) are above 30 in 2 consecutive quarters.

8.3. Pre Implementation SLA

Timely delivery of the Scope of Work

Definition	Timely delivery of deliverables would comprise entire bill of material and the application systems, and as per successful UAT of the same.
Service Level Requirement	All the deliverables defined in the contract has to be submitted On-time on the date as mentioned in the contract with no delay.
Measurement of Service Level Parameter	To be measured in Number of weeks of delay from the timelines mentioned in the section “Project Timelines”
Penalty for non-achievement of SLA Requirement	Any delay in the delivery of the project deliverables (solely attributable to vendor) would attract a liquidated damage per week of 0.2% of the CAPEX of contract / Request Order value per week for first 8 weeks and 0.3% per week for every subsequent week. If the liquidated damage reaches 10% of the total contract value, Authority may invoke termination clause. Liquidated damage will be computed on Capex value of contract/ Request order value of the particular phase

8.4. SLA Matrix for Post Implementation SLAs

#	Performance Area	Baseline		Lower Performance	Breach		
		Metric	Points	Metric	Points	Metric	Points
1. Field devices- Traffic Surveillance Cameras, ANPR system, RLVD system, Traffic Sensors, Aspects, Controller, Speed Detection system, Variable Message Signboards, ECB							
1	Uptime per Traffic Surveillance Cameras (live feed available irrespective of network/power/etc. issues)	98%	5	>= 96% to <98%	2.5	<96%	0
2	Uptime of Traffic signal Aspects (irrespective of cabling/power etc. issues)	99%	5	>= 92% to <95%	2.5	<92%	0
3	Uptime of Traffic signal Controller (irrespective of Network/cabling/power etc. issues)	99%	5	>= 96% to <98%	2.5	<96%	0
4	Uptime of Traffic Sensors (Real time volume count availability irrespective of network/power/etc. issues)	98%	5	>= 96% to <98%	2.5	<96%	0
5	Uptime of Variable Message Signage (Irrespective of network/power/etc. issues)	98%	5	>= 96% to <98%	2.5	<96%	0



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#	Performance Area	Baseline		Lower Performance		Breach	
		Metric	Points	Metric	Points	Metric	Points
6	Uptime of Speed Detection system (Irrespective of network/power/etc. issues)	98%	5	>= 96% to <98%	2.5	<96%	0
7	Uptime of RLVD system (Irrespective of network/power/etc. issues)	98%	5	>= 96% to <98%	2.5	<96%	0
8	Uptime per ANPR system (live feed available irrespective of network/power/etc. issues)	98%	5	>= 96% to <98%	2.5	<96%	0
2. Application Performance (includes any user/system application related to the project)							
1	Overall application(s) availability	99%	8	>= 96.5 % to <99%	4	< 96.5 %	0
2	Reports Generation Response Time (Alerts/MIS/Logs etc.)	Simple query - < 5secs Medium complexity query - <30 secs High Complexity query - < 1min	1	Simple complexity Query = 5.01 – 10 secs Medium complexity query = 30.01 – 60 secs High Complexity query = < 60.1 sec – 2 min	0.5	Simple complexity Query = > 10 secs Medium complexity query = > 60 secs High Complexity query = > 2 min	0



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#	Performance Area	Baseline		Lower Performance		Breach	
		Metric	Points	Metric	Points	Metric	Points
3	Maximum time for successful Traffic Controller settings modification	< 4 secs	1	4.01 – 6.0 secs	0.5	>6 secs	0
3. Video Analytics Performance							
1	ANPR for Standard Roman Number plates (3 wheelers & above)	90%	3	99.99% to 70%	1.5	< 70 %	0
2	ANPR for Non-Standard Roman Number plates (3 wheelers & above)	70%	3	69.99% to 40%	1.5	< 40 %	0
3	ANPR for Standard Roman Number plates (2 wheelers)	90%	3	69.99% to 60%	1.5	< 60 %	0
4	ANPR for Non-Standard Roman Number plates (2 wheelers)	70%	3	69.99% to 40%	1.5	< 40%	0
5	Any other analytics (SLA to be defined in discussion with Successful Bidder)	90%	3	89.99% to 70%	1.5	< 70%	0
4. End-User Equipment Uptime							
1	Monitoring workstations at Command Centers	99%	3	>= 96 % to <99%	1.5	< 96 %	0
2	IP Phones	98%	2	>= 96 % to <98%	1	< 96 %	0



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#	Performance Area	Baseline		Lower Performance	Breach		
		Metric	Points	Metric	Points	Metric	Points
5. Underlying IT Infrastructure Uptime/Availability at Data Centers							
1	Production Servers Uptime	99.95%	10	>= 99.5 % to <99.94%	5	< 99.5%	0
2	Storage System Uptime	99.95%	10	>= 99.5 % to <99.94%	5	< 99.5%	0
6. Security /Patch Services for IT Infrastructure							
1	Firewall and any other security appliance Uptime	100%	5	97 % to 99.99%	2.5	< 97%	0
2	Security rules update within 2 hours of approved change management request	0 violations of service parameters	1	1 – 4 violations	0.5	> 4 violations	0
3	Anti-virus, Anti-spyware, Anti-spam updates within 24 hrs. of request	0 violations of service parameters	1	1 – 4 violations	0.5	> 4 violations	0
4	Critical Patches – within 48 hours of patch release.	0 violations of service parameters	1	1 – 4 violations	0.5	> 4 violations	0
5	Non Critical Patches – within 15 days of patch release.	Up-to 1 violations of service parameters	1	2 – 5 violations	0.5	> 5 violations	0
6	Resolution of low level Issue (upgrade, shifting and preventive maintenance (of non-production items))	2 days	1	>=2 to 3 days	0.5	> 3 days	0
	Total Score		100		50		0



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

#	Performance Area	Baseline		Lower Performance		Breach	
		Metric	Points	Metric	Points	Metric	Points



8.4.1. General Instructions related to SLAs mentioned above

- Theft cases by default would not be considered as “beyond the control of Bidder”. However, certain cases, based on circumstances & certain locations, SSCDL/SMC/End user department may agree to qualify as “beyond the control of Bidder”.
- Power shut down would not be considered as “beyond the control of Bidder”.
- Damages due to Road Accident / Mishap shall be considered as “beyond the control of Bidder”.
- Deliberate damage to field devices: camera, Pole etc. would not be considered as “beyond the control of Bidder”
- Bidder is advised to have stronger poles & proper housing to protect from such damages.
- Bidder is also required to note that in case of SLAs not being made applicable for cases considered as “beyond the control of bidders”, Bidder would still need to replace the component (if it is not functional as per SLA) within the SLA defined for Resolution of Critical Level / Medium Level / Low level issues. In case bidder doesn't adhere to the Issue Resolution SLA timelines, the original SLA shall be made applicable.

8.4.2. Security Breach SLA

Note – This SLA for Security Breach is applicable over and above the SLAs mentioned in above table.

Definition	<p>Security of the video feeds and the overall system is quite important and Successful Bidder shall be required to ensure no compromise is done on the same. Security Breach types considered for this SLA are–</p> <ul style="list-style-type: none"> Availability of Video feeds to any other user than those authorized by SSCDL/SMC/End user department and provided passwords Availability of any report / data to any other user than those authorized by SSCDL/SMC/End user department, and provided passwords Successful hacking of any active component on the network by any unauthorized user Or any other privacy rule is broken as per Govt. of India guidelines
Service Level Requirement	Security compliance of the system should be 100 %
Measurement of Level Service Para	Any reported security breach shall be logged into the SLA Management solution as a security breach

meter	
Penalty for non-achievement of SLA Requirement	For every security breach reported and proved, there shall be a penalty of INR 2,00,000/- or lead to termination of contract

8.4.3. Breach in supply of Technical Manpower

Note – This SLA for supply of Technical Manpower is applicable over and above the SLAs mentioned in the above table.

Definition	Bidder is required to propose the CVs of the required technical manpower (as mentioned in Vol 2). It is vital that such manpower is available to SSCDL/SMC/End user department and performs to the expected levels. The current SLA breach shall specify penalty amount for non-availability of these man-power.		
Service Level Requirement	Availability of the required man-power should be 100%. SI to implement the biometric attendance system and share the attendance report of each person proposed as part of team on monthly basis with SSCDL Note: Project team shall require to take the approval from the SSCDL or concerned authority. The penalty shall be waived off for that approved leaves. In case of absence of approval the penalty shall be levied.		
Measurement of Service Level Parameter	Following instances would be considered as SLA non-compliances: <ul style="list-style-type: none"> Replacement of a profile by the Bidder (only one replacement per profile – with equal or higher qualification and experience – would be permitted per year) Non-deployment of the profile for more than 1 month. Authority reserves the right to ask SI to replace (with equal or higher qualification and experience) the profile if the performance / commitment are not up to the mark Note: Replacement due to reasons not in control of SI (like resignation of the resource, accident, etc.) would not be counted in the permissible 1 replacement.		
Penalty for non-achievement	For every SLA non-compliance reported and proved, there shall be a penalty as given below: <table border="1" data-bbox="450 1720 1372 1758"> <thead> <tr> <th>Team Member</th><th>Penalty</th></tr> </thead> </table>	Team Member	Penalty
Team Member	Penalty		

of SLA Requirement	Project Manager	<ul style="list-style-type: none"> Penalty of Rs 25,000 for the 1st week of non-availability at Project site Penalty of Rs. 50,000 for the 2nd week of non-availability at Project site Penalty of Rs. 1,00,000 thereafter (3rd week onwards) per week of non-availability
	For Technical Expert- Traffic Command Center, Technical Expert- Transport Engineering, and Technical expert- Intelligent Transport Systems	<ul style="list-style-type: none"> Penalty of Rs 25,00 per day of non-availability for 7 days at Project site Penalty of Rs. 5,000 per day of non-availability after 7 days at Project site
	For all other team members	<ul style="list-style-type: none"> Penalty of Rs 1,000 per day of non-availability for 7 days at Project site Penalty of Rs. 2,000 per day of non-availability after 7 days at Project site

8.4.4. Explanation Notes for SLA Matrix

A) Field Sensors (Traffic Surveillance Cameras, RLVD, ANPR, Speed detection systems) Availability

Definition	“Field Sensors (Traffic Surveillance Cameras, RLVD, ANPR, Speed detection systems) Availability” means availability of the sensor data to the Traffic Command Center.
Measurement of Service level Parameter	$[(\text{Total average Uptime of all the respective field sensors in a quarter}) / (\text{Total Time in a quarter})] * 100$

B) Application Availability

Definition	Application availability refers to the total time when the Application is available to the users for performing all activities and tasks.
Measurement of Service level Parameter	$[(\text{Total Uptime of the Application in a quarter}) / (\text{Total Time in a quarter})] * 100$

C) Issue Resolution



Explanation	Issue Resolution SLA shall monitor the time taken to resolve a complaint / query after it has been reported by SSCDL/SMC/End user department to the Successful Bidder.
Service Level Requirement	<p>Different Issues/Queries shall be classified as in following three categories as defined above.</p> <p>Critical : Issue that impacts more than one production services / is raised by higher management / is impacting high importance areas</p> <p>Medium: Issue that doesn't impact more than one production services but has a potential to impact or may get escalated to top management if not resolved quickly</p> <p>Low: Upgrades, shifting, preventive maintenance. Issues which don't have impact on services.</p>

9. Payment Schedule and Milestones

The payment schedule and milestones are divided into two phases:

- i. Implementation Phase
- ii. Operations and Maintenance Phase

SSCDL shall issue a “Request Order” in writing, indicating the number of units of Hardware and Software to be supplied along with the location (Project Site). The SSCDL shall continue to issue such request until the full quantities of Hardware and Software specified in volume 2 within the variation limits of RFP is exhausted. Upon getting the Request Order, the SI shall promptly and as soon as possible within the lead time specified in the request order, supply, install and implement specified numbers of hardware and software at stated project site and commissioned the same. SSCDL shall specify the Lead Time in Request Order. The Lead Time of Request Order shall be decided in discussion with the Service Provider before the Request Order is placed. SSCDL’s decision in this regard shall be final but reasonable time shall be provided to the SI. Delay or non-performance will form the basis for application of Liquidated Damages. Tentative Number of Request Orders and Lead Time as envisaged at this point of time is specified below.

Services	Approximate Time for Issuance of Request Order	Tentative Scope/ Approximate Sizing	Tentative Lead Time
Request Order 1	One week post completion of feasibility study	<ol style="list-style-type: none"> 1. Controllers & Aspects updation in Non BRTS Junctions 2. Install, Controllers & Aspects in BRTS Phase 2 Junctions 3. PAS 4. Traffic Surveillance Cameras & Enforcement 5. Connectivity 6. Traffic Control Center 	4 months post issuance of request order
Request Order 2	Approximately three months post completion of feasibility study and Post Completion of Request Order 1	<ol style="list-style-type: none"> 1. Controllers & Aspects updation in Non BRTS Junctions 2. Install, Controllers & Aspects in BRTS Phase 2 Junctions 3. VMS, Emergency Box, PAS 4. Traffic Surveillance Cameras & Enforcement 5. Connectivity 6. E-Challan device integration with existing e-Challan s/w 	4 months post issuance of request order

Services	Approximate Time for Issuance of Request Order	Tentative Scope/ Approximate Sizing	Tentative Lead Time
Request Order 3	Approximately six months post completion of feasibility study and Post Completion of Request Order 1 and Request Order 2	<ol style="list-style-type: none"> 1. Implementation of new ATCS junctions for Non BRTS 2. VMS, Emergency Box, PAS 3. Traffic Surveillance Cameras & Enforcement 4. Connectivity 5. VMS, Emergency Box 6. Integration of all junctions on ATCS s/w 	4 months post issuance of request order

9.1. Milestones and Payment Schedules for Implementation Phase

Based on findings of the Feasibility Study done by the SI, the SI may propose a change in the number of sites or individual units to be deployed in each phase as well as overall scope and a consequent change in phasing. SSCDL also retains the right to suo moto change the number of sites or individual units to be deployed for each scope item. The final decision on change in phasing and related change in payment schedules shall be at the discretion of SSCDL.

T = 15 days from LOI date

Milestones	Payment Milestones for the Implementation % Payment of Time Schedule Phase	Payment Schedule	Time Schedule
M1	Completion of Scoping and feasibility study	Value commensurate to the discovered quote for feasibility study as per schedule H	T + 1 Month
M2.1	Request Order 1 – Mobilization Advance	10% of Request Order 1 Value (Capex Cost) post issuance of work order	T + 1 Month
M2.2	Request Order 1 – Installation, Commissioning and Go-Live	60% of Request Order 1 Value (Capex Cost)	T + 5 Months
M2.3	Request Order 1 – Three months of successful	10% of Request Order 1 Value (Capex Cost)	T + 8 Months

Milestones	Payment Milestones for the Implementation % Payment of Time Schedule Phase	Payment Schedule	Time Schedule
	operation and Maintenance after Project Acceptance		
M3.1	Request Order 2 – Mobilization Advance	10% of Request Order 2 Value (Capex Cost) 2 post issuance of work order	T + 5 Month
M3.2	Request Order 2 – Installation, Commissioning and Go-Live	60% of of Request Order 2 Value (Capex Cost)	T + 8 Months
M3.3	Request Order 2 – Three months of successful operation and Maintenance after Project Acceptance	10% of of Request Order 2 Value (Capex Cost)	T + 11 Months
M4.1	Request Order 3 – Mobilization Advance	10% of Request Order 3 Value (Capex Cost) post issuance of work order	T + 8 Month
M4.2	Request Order 3 – Installation, Commissioning and Go-Live	60% of Request Order 3 Value (Capex Cost)	T + 11 Months
M4.3	Request Order 3 – Three months of successful operation and Maintenance after Project Acceptance	10% of Request Order 3 Value (Capex Cost)	T + 14 Months

Note:

- **The remaining 20% of payment for each phase will be given after completion of Warranty Period i.e. 1 years post Go Live of all request orders.**
- All payments to the Implementation Vendor shall be made upon submission of invoices along with necessary approval certificates from concerned Authority like SSCDL, SMC or Police Department.
- The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA document of this RFP.

9.2. Milestones and Payment Schedules for Operations and Maintenance Phase



The Operations and maintenance phase will start as soon as Go-Live for the final phase occurs. The SI will be required to adhere to the SLA and provide post implementations support of warranty for a period of 5 years after Go-Live.

Milestones	Payment Milestones for the Implementation % Payment of Time Schedule Phase	Payment Schedule	O&M	Time Schedule
M5	Year 1 payment for O&M after Go-Live <ul style="list-style-type: none"> Q1 : 25% of Yearly Payment Q2 : 25% of Yearly Payment Q3 : 25% of Yearly Payment Q4 : 25% of Yearly Payment 	Quarterly Payments	O&M	Payment of Year 1
M6	Year 2 payment for O&M after Go-Live <ul style="list-style-type: none"> Q1 : 25% of Yearly Payment Q2 : 25% of Yearly Payment Q3 : 25% of Yearly Payment Q4 : 25% of Yearly Payment 	Quarterly Payments	O&M	Payment of Year 2
M7	Year 3 payment for O&M after Go-Live <ul style="list-style-type: none"> Q1 : 25% of Yearly Payment Q2 : 25% of Yearly Payment Q3 : 25% of Yearly Payment Q4 : 25% of Yearly Payment 	Quarterly Payments	O&M	Payment of Year 3
M8	Year 4 payment for O&M after Go-Live <ul style="list-style-type: none"> Q1 : 25% of Yearly Payment Q2 : 25% of Yearly Payment Q3 : 25% of Yearly Payment Q4 : 25% of Yearly Payment 	Quarterly Payments	O&M	Payment of Year 4
M9	Year 5 payment for O&M after Go-Live <ul style="list-style-type: none"> Q1 : 25% of Yearly Payment Q2 : 25% of Yearly Payment Q3 : 25% of Yearly Payment Q4 : 25% of Yearly Payment 	Quarterly Payments	O&M	Payment of Year 5

Payment of Operations and maintenance phase will be made on quarterly basis (at completion of each quarter) based on the adherence to SLA, for the amount quoted for each respective year.

10. Formats for Pre-Qualification bid

10.1. Bid Cover Letter

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To
The General Manager IT,
115, Smart City Cell,
Surat Municipal Corporation – Head Quarter,
Muglisara, Main Road, Surat – 395003, Gujarat.

Subject: Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City

Reference: Tender No : <No> Dated <DD/MM/YYYY>

Dear Sir/ Madam,

Having examined the Bid Document (and the clarification / corrigendum issued thereafter, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the Bid Document for the Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City. We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the Bid Document. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Surat Smart City Development Limited, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead SSCDL in its shortlisting process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Bid Document (& subsequent clarification / corrigendum, if any) document and also agree to abide by this tender response for a period of 180 days from the Bid Opening date. We hereby declare that in case the



contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the Bid Document.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :



10.2. Pre-Qualification Documents Checklist

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	DD/Banker's Cheque of Rs. 18,000/- as RFP Fee (in separate envelop)		
2.	EMD of Rs 1,60,00,000 /-		
3.	Bid Covering Letter		
4.	Power of attorney / board resolution to the authorized Signatory of the EOI		
5.	Particulars of the Bidders (Form PQ 1)		
6.	Copy of Certificate of Incorporation (In case of Consortium all members to submit)		
7.	Details of Annual Turnover for last three financial years 2015-16, 2014-15, 2013-14 (Form PQ2)		
8.	Declaration letter that the firm is not blacklisted by Central Government or any State Government organization / department in India at the time of submission of the Bid, in the format given in the RFP (Form PQ 3, In case of Consortium all members to submit)		
9.	Details of the projects executed (Form PQ 4 , PQ 5, PQ 6)		
10.	Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years (Form PQ 7)		
11.	Certificate from the statutory auditor/ CA towards positive net worth of the company for last three financial years 2015-16, 2014-15, 2013-14 (Form PQ 8, In case of Consortium all members to submit)		
12.	Copy of Audited Balance Sheet for last three financial years 2015-16, 2014-15, 2013-14 Incorporation (In case of Consortium all members to submit)		
13.	Copy of the audited Profit & Loss Statements for last three financial years 2015-16, 2014-15, 2013-14 Incorporation (In case of Consortium all members to submit)		
14.	ISO 9001:2000 certification Or SEI CMM Level 3		

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
15.	Supporting Documents like Rent Agreement/ Electricity Bill / Self Declaration on Company's Letter head to be submitted for Local Office in Surat. OR Undertaking from authorized signatory to open the local office with Warehouse facility within 30 days from issuance of LOI to be submitted		
16.	Copy of VAT registration		
17.	Copy of PAN registration		
18.	Copy of the Income Tax Registration		
19.	Power of Attorney for Prime Bidder of Consortium		
20.	Consortium Agreement with clear defining roles and responsibilities of each consortium partner		

10.3. PQ_1: Bidder Information Format

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

To whomsoever it may concern,

Bidder information Format

Please find below h details of lead bidder and other consortium members for participation in “selection of agency for setting up network of smart elements in Surat city” tender:

#	Particulars	Lead bidder (Consortium Member #1)	Consortium Member #2	Consortium Member #3
1	Name of the organization			
2	Type of Organization (Pvt. Ltd/ Public Limited)			
3	Country of registered Office			
4	Address of Registered office			
5	Company Registration Details			
6	Date of Registration			
7	Details of ISO 9001:2008/ CMMI level 3 and above/ any global certifications			
8	PAN/ Equivalent			
9	VAT/ Equivalent			
10	Address of Registered office in India			

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

#	Particulars	Lead bidder (Consortium Member #1)	Consortium Member #2	Consortium Member #3
11	No of years of operations in India			
12	Stake in Consortium (%)			
13	Authorized Signatory Name			
14	Authorized Signatory Designation			
15	Authorized Signatory Contact Details			

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone& Fax :
 E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6.



10.4. PQ_2: Bidders Annual turnover (Turnover of Lead Bidder in the Consortium) & Turnover of Consortium member over last 3 financial years

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To
The General Manager IT,
115, Smart City Cell,
Surat Municipal Corporation – Head Quarter,
Muglisara, Main Road, Surat – 395003, Gujarat.

Subject: Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City.

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City.

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization as well as the turnover of the consortium members over last 3 financial years.

#	Details	FY 2013-14 (in Crores) (i)	FY 2014-15 (in Crores) (ii)	FY 2015-16 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- Lead Bidder				

#	Details	FY 2013-14 (in Crores) (i)	FY 2014-15 (in Crores) (ii)	FY 2015-16 (in Crores) (iii)	Average Turnover [(iv)+(v)+(vi)/3]
1	Overall Annual Turnover- Consortium Member 2				
2	Overall Annual Turnover- Consortium member 3				

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone & Fax :
E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6.



10.5. PQ_3: Self Declaration – No Blacklisting

<<To be printed on each company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To
The General Manager IT,
115, Smart City Cell,
Surat Municipal Corporation – Head Quarter,
Muglisara, Main Road, Surat – 395003, Gujarat.

Sir/Madam,

In response to the Tender Ref. No. _____ dated _____ for SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM (ITCS) IN SURAT CITY, as an owner/ partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Name of the Bidder :
Authorized Signatory :
Seal of the Organization :
Business Address :
Date :
Place :



10.6.PQ_4: Details of similar work undertaken (Traffic Law enforcements including Speed or Red Light Violation Detection, CCTV surveillance System, Incident detection system and ANPR systems, etc./Traffic information dissemination including Variable Message Signs etc./ Setting up of Traffic Command Control Centre)

Date: dd/mm/yyyy

To
The General Manager IT,
115, Smart City Cell,
Surat Municipal Corporation – Head Quarter,
Muglisara, Main Road, Surat – 395003, Gujarat.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for **“Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City”**.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Deliverables of the Bidder					
Outcomes of the project					
Other Details					



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
Total cost of the project					
Total cost of the services provided by the Bidder					
Duration of the project (number of months, start date, completion date, current status)					
Other Relevant Information <for each type of the project type, like number of ANPR or CCTV cameras, RLVD deployment, No. of signals under TCC etc>					
Mandatory Supporting Documents:					
Work order / Purchase order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1		Consortium Member #2	
	Project 1	Project n	Project 1	Project n
General Information				
Client for which the project was executed				
Name of the client contact person(s)				
Designation of client contact person(s)				
Contact details of the client contact person(s)				
Project Details				
Description of the project				
Scope of work of the Bidder				
Deliverables of the Bidder				
Outcomes of the project				
Other Details				
Total cost of the project				

Name of the Project	Consortium Member #1		Consortium Member #2	
	Project 1	Project n	Project 1	Project n
Total cost of the services provided by the Bidder				
Duration of the project (number of months, start date, completion date, current status)				
Other Relevant Information <for each type of the project type, like number of ANPR or CCTV cameras, RLVD deployment, No. of signals under TCC etc.>				
Mandatory Supporting Documents:				
Work order / Contract for the project				
Client Certificate giving present status of the project and view of the quality of services by the Bidder				

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone& Fax :
 E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6.



10.7. PQ_5: Details of experience of implementing at least 50 Semi-Actuated or Fully Actuated Traffic Signals with centralized software system

Date: dd/mm/yyyy

To
 The General Manager IT,
 115, Smart City Cell,
 Surat Municipal Corporation – Head Quarter,
 Muglisara, Main Road, Surat – 395003, Gujarat.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for **“Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City”**.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1		Consortium Member #2		-
	Project 1	Project n	Project 1	Project n	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

I further certify that I am competent officer in my company to make this declaration.
Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :



Note: To be submitted with any other supporting details specified as Document Proof in Section 6.

10.8. PQ_6: Details of experience of implementing atleast one IT/ ITES project worth 50 Crores in last 5 years.

Date: dd/mm/yyyy

To
The General Manager IT,
115, Smart City Cell,
Surat Municipal Corporation – Head Quarter,
Muglisara, Main Road, Surat – 395003, Gujarat.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for **“Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City”**.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1	Consortium Member #2	-	
	Project 1	Project n	Project 1	Project n
General Information				
Client for which the project was executed				
Name of the client contact person(s)				
Designation of client contact person(s)				
Contact details of the client contact person(s)				
Project Details				
Description of the project				
Scope of work of the Bidder				
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system				
Deliverables of the Bidder				
Technologies used				
Outcomes of the project				
Mandatory Supporting Documents:				
Work order / Contract for the project				
Client Certificate giving present status of the project and view of the quality of services by the Bidder				

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :



Telephone& Fax :

E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6



10.9. PQ_7: Auditor's Certificate for turnover for bidder/each member of Consortium

Date: dd/mm/yyyy

To
 The General Manager IT,
 115, Smart City Cell,
 Surat Municipal Corporation – Head Quarter,
 Muglisara, Main Road, Surat – 395003, Gujarat.

Sir/Madam,

This is to certify that the Annual Turnover as per books and records of _____ for the following financial years are as under.

NOTE: To be filed for each Member company in case of a consortium

S.No.	Financial Year ending	Annual Turnover (Rs in Crores)
1.	31 st March, 2014	
2.	31 st March, 2015	
3.	31 st March, 2016	
	Average Turnover	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Auditor (with official seal)

Name :
 Designation :
 Address :
 Telephone & Fax :
 E-mail address :

Note: To be uploaded with any other supporting details specified as Document Proof in Section 6.



10.10. PQ_8: Auditor's Certificate for networth for bidder/each member of Consortium

Date: dd/mm/yyyy

To
 The General Manager IT,
 115, Smart City Cell,
 Surat Municipal Corporation – Head Quarter,
 Muglisara, Main Road, Surat – 395003, Gujarat.

Sir/Madam,

This is to certify that the Networth as per books and records of _____ for the following financial years are as under.

NOTE: To be filed for each Member company in case of a consortium

S.No.	Financial Year ending	Networth (Rs in Crores)
1.	31 st March, 2014	
2.	31 st March, 2015	
3.	31 st March, 2016	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Auditor (with official seal)

Name :
 Designation :
 Address :
 Telephone& Fax :
 E-mail address :

Note: To be uploaded with any other supporting details specified as Document Proof in Section 6



10.11. PQ_9: Power of Attorney for Lead Member of Consortium

Whereas the Surat Municipal Corporation has invited applications from interested parties for the Selection of ***“Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City”***.

Whereasand (Collectively “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, Having our Registered office at,

M/s,..... Having our Registered office at,

M/s,..... Having our Registered office at,

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the SSCDL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the SSCDL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers



conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:



- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate*

11. Formats for Technical Bid

11.1. General Instructions on Preparation of the Technical Proposal

- i. Bidders have to submit a very structured and organized technical bid, which will be analysed by the Technical Evaluation Committee for different compliances with regards to the requirements of the project. The document submitted must be searchable and well indexed without any handwritten material. Since the cut-off marks for Technical bid Score is 70, the quality and completeness of the information submitted by the Bidder will matter a lot. All the documents must be submitted in one file only.
- ii. Bidder is expected to divide its Bid in following sections / documents:

a. Bidder's Competence to execute the project

This document should bring about the capability of the firm to execute this project. Some of the required documents are as follows:

- Financial Capability of the Bidder in required formats and supporting documents
- Experience in Similar projects

b. Technical Proposal: The technical proposal should specify the following:

- Understanding of the Project
- Clear articulation and description of the design and technical solution and various components including (Infrastructure architecture, Application architecture, data Architecture and physical street layer architecture)
- Details of the application software proposed
- Integration approach with existing Infrastructure
- Reasoning for selection of the proposed technology over other options.
- Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients
- Clearly articulate the Strategy and Approach and Methodology for Design, Installation, Configuration and Maintenance of hosted components, data recovery, hosting infrastructure of the project.
- Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.

- Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.
- Internet bandwidth and the MPLS bandwidth requirement for the operations Risk Mitigation plan

c. Other Details

- **Bill of Material:** This document should give details of all the proposed IT and Non-IT components, without specifying the costs. Please note that the bid shall get disqualified if Bidder gives price details in the technical document.
- Compliance to Technical and Functional Specifications as mentioned in Volume 2, Section 7 & Section 8.
- Make & Model of all IT as well as non IT components along with datasheets highlighting the Technical Specification (Ref: Volume 2, Section 7) parameters in each datasheet for compliances
- CVs of the Key Manpower proposed (Qualification of each resource is provided in Volume 2, Section 5)

11.2. Check-list for the documents to be included in the Technical Bid

#	Documents required	Submitted (Y / N)	(Page No.)
1	Bidder Competence related docs (TQ_1 to TQ_2)		
2	Details of similar work undertaken for showcasing product experience (TQ_3 to TQ_10)		
3	Certificate of Asset Liability ratios and Debt Equity Ratio from the Statutory auditor / CA		
4	Understanding of the Project		
5	Description of the design and technical solution and various components including (Infrastructure architecture, Application architecture, data Architecture and physical street layer architecture)		
6	Details of the application software proposed		
7	Integration approach with existing Infrastructure		
8	Reasoning for selection of the proposed technology over other options.		
9	Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients		
10	Approach and Methodology for Design, Installation, Configuration and Maintenance of hosted components, data recovery, hosting infrastructure of the project.		
11	Approach and Methodology for Management of SLA Requirements specified in the bid. Bidder is required to clearly articulate how the SLA requirements would be adhered.		
12	Detailed Project Plan with timelines, resource allocation, milestones etc. for supply, installation and commissioning of the various project components.		
13	Internet bandwidth and the MPLS bandwidth requirement for the operations		
14	Risk Mitigation plan		

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

#	Documents required	Submitted (Y / N)	(Page No.)
15	CVs of the Key Manpower proposed (TQ_11)		
16	Make & Model of all IT as well as non IT components		
17	Compliance to Technical and Functional Specifications as mentioned in Volume 2, Section 7 & Section 8.		
18	Bill of Material without prices		
19	Datasheets highlighting the Technical Specification (Ref: Volume 2, Section 7 & 8) parameters in each datasheet for compliances		
20	Authorization letter from OEMs (TQ_12)		
21	Letter on company's letter head on total no if full time employee		

11.3. TQ_1: Bidders Annual turnover (Turnover of Lead Bidder in the Consortium) & Turnover of Consortium member over last 3 financial years

<<To be printed on lead bidder company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To
The General Manager IT,
115, Smart City Cell,
Surat Municipal Corporation - Head Quarter,
Muglisara, Main Road, Surat - 395003, Gujarat.

Subject: Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City.

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City.

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization as well as the turnover of the consortium members over last 3 financial years.

#	Details	FY 2013-14 (in Crores) (i)	FY 2014-15 (in Crores) (ii)	FY 2015-16 (in Crores) (iii)	Average Turnover [(i)+(ii)+(iii)/3]
1	Overall Annual Turnover- Lead Bidder				

#	Details	FY 2013-14 (in Crores) (i)	FY 2014-15 (in Crores) (ii)	FY 2015-16 (in Crores) (iii)	Average Turnover [(iv)+(v)+(vi)/3]
1	Overall Annual Turnover- Consortium Member 2				
2	Overall Annual Turnover- Consortium member 3				

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone & Fax :
E-mail address :



11.4. TQ_2: Auditor's Certificate for turnover for bidder/each member of Consortium

Date: dd/mm/yyyy

To
 The General Manager IT,
 115, Smart City Cell,
 Surat Municipal Corporation - Head Quarter,
 Muglisara, Main Road, Surat - 395003, Gujarat.

Sir/Madam,

This is to certify that the Annual Turnover as per books and records of _____ for the following financial years are as under.

NOTE: To be filed for each Member company in case of a consortium

S.No.	Financial Year Ending	Annual Turnover (Rs in Crores)
1.	31 st March, 2014	
2.	31 st March, 2015	
3.	31 st March, 2016	
	Average Turnover	

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

 Signature of Auditor (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

Note: To be uploaded with any other supporting details specified as Document Proof in Section 6.



11.5. TQ_3: Details of experience of implementing at at least one IT/ ITES project worth 50 Crores in last 5 years.

Date: dd/mm/yyyy

To
 The General Manager IT,
 115, Smart City Cell,
 Surat Municipal Corporation - Head Quarter,
 Muglisara, Main Road, Surat - 395003, Gujarat.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for
“Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1		Consortium Member #2		-
	Project 1	Project n	Project 1	Project n	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :



E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6

11.6. TQ_4: Details of System Integration Experience for implementation of Surveillance Project with at least 100 cameras points in outdoor / public area

Date: dd/mm/yyyy

To
The General Manager IT,
115, Smart City Cell,
Surat Municipal Corporation - Head Quarter,
Muglisara, Main Road, Surat - 395003, Gujarat.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for **“Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City”**.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1	Consortium Member #2	-		
	Project 1	Project n	Project 1	Project n	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)



Name :
 Designation :
 Address :
 Telephone& Fax :
 E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6

11.7. TQ_5: Details of System Integration Experience for implementation of least 50 Semi-Actuated or Fully Actuated Traffic Signals with centralized software system

Date: dd/mm/yyyy

To
 The General Manager IT,
 115, Smart City Cell,
 Surat Municipal Corporation - Head Quarter,
 Muglisara, Main Road, Surat - 395003, Gujarat.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for **“Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City”**.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1		Consortium Member #2		-
	Project 1	Project n	Project 1	Project n	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					

Client Certificate giving present status of the project and view of the quality of services by the Bidder

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6

11.8. TQ_6: Details of System Integration Experience for implementation of Emergency / Panic Button Projects

Date: dd/mm/yyyy

To

The General Manager IT,

115, Smart City Cell,

Surat Municipal Corporation - Head Quarter,

Muglisara, Main Road, Surat - 395003, Gujarat.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for ***“Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City”***.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1		Consortium Member #2		-
	Project 1	Project n	Project 1	Project n	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					



Outcomes of the project				
Mandatory Supporting Documents:				
Work order / Contract for the project				
Client Certificate giving present status of the project and view of the quality of services by the Bidder				

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6

11.9. TQ_7: Details of System Integration Experience for implementation of Public Address System

Date: dd/mm/yyyy

To
 The General Manager IT,
 115, Smart City Cell,
 Surat Municipal Corporation - Head Quarter,
 Muglisara, Main Road, Surat - 395003, Gujarat.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for
“Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1		Consortium Member #2		-
	Project 1	Project n	Project 1	Project n	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone& Fax :



E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6

11.10. TQ_8: Details of System Integration Experience for implementation of Variable Message Sign Boards

Date: dd/mm/yyyy

To
The General Manager IT,
115, Smart City Cell,
Surat Municipal Corporation - Head Quarter,
Muglisara, Main Road, Surat - 395003, Gujarat.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for **“Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City”**.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1	Consortium Member #2	-		
	Project 1	Project n	Project 1	Project n	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Name :
Designation :
Address :
Telephone& Fax :
E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section 6



11.11.TQ_9: Details of implementation of Command and Control Centre in the past five financial year

Date: dd/mm/yyyy

To
 The General Manager IT,
 115, Smart City Cell,
 Surat Municipal Corporation - Head Quarter,
 Muglisara, Main Road, Surat - 395003, Gujarat.

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document for
“Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City”.

I hereby declare that below are the details regarding relevant work that has been taken up by our company and all the consortium members.

NOTE: To be filled for separately for Lead Bidder and consortium Member companies

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1		Consortium Member #2		-
	Project 1	Project n	Project 1	Project n	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

E-mail address :



Note: To be submitted with any other supporting details specified as Document Proof in Section 6



11.12. TQ_10: Details of similar experience in Traffic Violence cameras like RLVD/Speed Detection/ ANPR/ Wrong Side// No Parking.

Date: dd/mm/yyyy

To
 The General Manager IT,
 115, Smart City Cell,
 Surat Municipal Corporation - Head Quarter,
 Muglisara, Main Road, Surat - 395003, Gujarat.

Sir/Madam,

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“Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City”.

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Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Name of the Project	Lead Bidder				
	Project 1	Project 2	Project 3	-	Project n
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

Name of the Project	Consortium Member #1		Consortium Member #2		-
	Project 1	Project n	Project 1	Project n	Project n
General Information					
Client for which the project was executed					
Name of the client contact person(s)					
Designation of client contact person(s)					
Contact details of the client contact person(s)					
Project Details					
Description of the project					
Scope of work of the Bidder					
Number of Semi-Actuated/Fully Actuated Traffic Signals covered in the system					
Deliverables of the Bidder					
Technologies used					
Outcomes of the project					
Mandatory Supporting Documents:					
Work order / Contract for the project					
Client Certificate giving present status of the project and view of the quality of services by the Bidder					

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely,

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone& Fax :



E-mail address :

Note: To be submitted with any other supporting details specified as Document Proof in Section



11.13. TQ_11: CVs of the Key Manpower proposed

1	Name of the Staff																	
2	Current Designation in the Organization																	
3	Proposed Role in the Project																	
4	Proposed Responsibilities in the Project																	
5	Date of Birth																	
6	Education	<ul style="list-style-type: none"> ▪ Degree / Diploma, College, University, Year of Passing ▪ Degree / Diploma, College, University, Year of Passing 																
7	Summary of Key Training and Certifications	<ul style="list-style-type: none"> ▪ ▪ 																
8	Language Proficiency	<table border="1"> <thead> <tr> <th>Language</th> <th>Reading</th> <th>Writing</th> <th>Speaking</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Language	Reading	Writing	Speaking												
Language	Reading	Writing	Speaking															
9	Employment Record (For the total relevant experience)	<table border="1"> <tbody> <tr> <td>From / To:</td> <td></td> </tr> <tr> <td>Employer:</td> <td></td> </tr> <tr> <td>Position Held:</td> <td></td> </tr> <tr> <td>From / To:</td> <td></td> </tr> <tr> <td>Employer:</td> <td></td> </tr> <tr> <td>Position Held:</td> <td></td> </tr> <tr> <td>From / To:</td> <td></td> </tr> </tbody> </table>	From / To:		Employer:		Position Held:		From / To:		Employer:		Position Held:		From / To:			
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Employer:																		
Position Held:																		
From / To:																		

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

		Employer:	
		Position Held:	
10	Total No. of Years of Work Experience		
11	Total No. of Years of Experience for the Role proposed		
12	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)		
	Name of assignment or project:		
	Year:		
	Location:		
	Client:		
	Main project features:		
	Positions held:		
Activities performed:			



11.14. TQ_12: Format for Authorization Letters from OEMs

<<To be printed on letter head of OEM and signed by Authorized signatory of OEM>>

Date: dd/mm/yyyy

To
The General Manager IT,
115, Smart City Cell,
Surat Municipal Corporation - Head Quarter,
Muglisara, Main Road, Surat - 395003, Gujarat.

Sub : Selection of ***Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City*** – Authorization Letter from OEMs

Ref : Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir/ Madam,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum 5 years from the date of this letter.

Yours faithfully,

(Signature of the Authorized Signatory
from OEM)

Name

Designation

Seal.

Date:

Place:

Business Address:

(Signature of the Authorized Signatory
Lead Bidder)

Name

Designation

Seal.

Date:

Place:

Business Address:



12. Commercial Bid Format & Instructions

<<To be printed on letter head of Prime Bidder and signed by Authorized signatory of Prime bidder>>

Date: dd/mm/yyyy

To

The General Manager IT,
115, Smart City Cell,
Surat Municipal Corporation - Head Quarter,
Muglisara, Main Road, Surat - 395003, Gujarat.

Subject: Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City

Reference: Tender No : <No> Dated <DD/MM/YYYY>

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of “**Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City**” do hereby propose to provide services as specified in the Bid Document referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.
- We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations except for those mentioned in Pre-Qualification Envelope, irrespective of whatever has been stated to the contrary anywhere else in our bid.



Further we agree that additional conditions, if any, found in our bid documents, other than those stated in the deviation schedule in Pre-Qualification Envelope, shall not be given effect to.

3. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

5. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the Bid Document.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:



12.1. General instructions

- a. Bidder should provide all prices as per the prescribed format under this Annexure.
- b. The Capex quoted should not be more than 65% of overall value of the price bid.
- c. All the prices are to be entered in Indian Rupees (INR) only
- d. Prices indicated in the schedules shall be inclusive of all taxes, Levies, duties etc. The prices should also specify five year support cost as per provided formats.
- e. It is mandatory to provide breakup of all Taxes, Duties and Levies wherever asked for.
- f. SSCDL reserves the right to ask the SI to submit proof of payment against any of the taxes, duties, levies indicated.
- g. SSCDL shall take into account all Taxes, Duties & Levies for the purpose of evaluation
- h. The SI needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- i. The Unit Rate as mentioned in the following formats may be used for the purpose of 'Change Order' for respective items, if any. However, based on the market trends, SSCDL retains the right to negotiate this rate for future requirement
- j. The variation in individual item of quantities permitted, provided it shall not exceed $\pm 30\%$ in individual item of quantities. The successful bidder shall not object to the upward or downward variation in quantities of any item within the variation limits.
- k. Payment for additional quantities within the variation limit shall be made at tender rates and the tender rates shall be valid for entire duration of the contract.
- l. No claim shall be entertained or become payable for price variation of additional quantities
- m. Bidder shall be bound to give same or more % of discount on the list price of the OEMs on the future purchases (additional purchases within the contract period) by SSCDL or Surat Traffic Police Department. Bidder shall ensure that the future products supplied are of latest specifications as per the OEM roadmap.
- n. For the purpose of evaluation of Commercial Bids, SSCDL shall make appropriate assumptions to arrive at a common Bid price for all the bidders. This however shall have no co-relation with the Contract value or actual payment to be made to the Bidder.
- o. SSCDL also intends to utilize various rates obtained through this tender for requirements across various departments. Bidders are requested to factor this larger demand and give the best possible rate to SSCDL.

- p. SI should refer Volume II of the Tender for details on the functional requirements of the system and the benchmark specifications for the items mentioned in the Commercial Formats.
- q. Line items mentioned in the Commercial Formats are for representation purpose and SI may propose alternate technology / solution (with proper justification). Bidders are required to suitably add line items / merge the cost components depending upon their proposed solution.
- r. No escalations of prices will be considered under any circumstances.

12.2. Commercial Bid Format**12.2.1. Summary of Estimates for Surat ITCS Project**

Capital Expense			
#	Item Description	Reference Schedule	Total Price (INR)
1	Area Traffic Control System (ATCS)	A	
2	Traffic Surveillance System	B	
3	Variable Message Signage Boards System	C	
4	Traffic Enforcement System	D	
5	Data Centre	E	
6	Traffic Command Centre	F	
7	Junction Improvements (Road Markings etc.)	G	
8	One Time Services	H	
Total (INR)			
Total (In Words)			

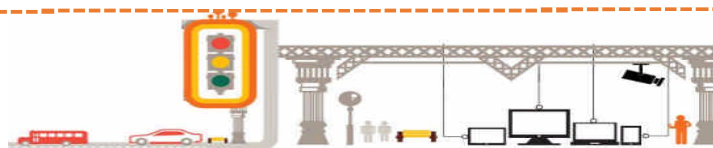
Operational Expense							
#	Item Description	Reference Schedule	Total 1st Year Rate (INR)	Total 2nd Year Rate (INR)	Total 3rd Year Rate (INR)	Total 4th Year Rate (INR)	Total 5th Year Rate (INR)
9	Manpower	I					
10	Network Connectivity	J					



Operational Expense							
#	Item Description	Reference Schedule	Total 1st Year Rate (INR)	Total 2nd Year Rate (INR)	Total 3rd Year Rate (INR)	Total 4th Year Rate (INR)	Total 5th Year Rate (INR)
11	Operations & Maintenance for IT / Non-IT Infrastructure	K					
12	Capacity Building	L					
Total (INR)							
Total for 5 years (INR)							
Total for 5 years (In Words)							

12.2.2. Schedule A: Area Traffic Control System (ATCS)

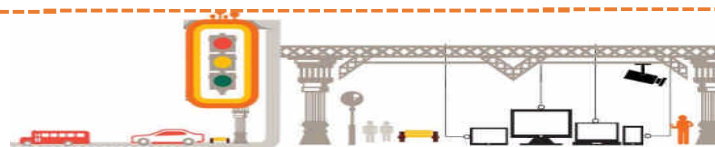
Schedule A: Area Traffic Control System (ATCS)						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
1	ATCS Traffic Controller	173				
2	Vehicle Detector	624				
3	Traffic Light Aspects - Red	1,630				
4	Traffic Light Aspects - Green	2,272				



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Schedule A: Area Traffic Control System (ATCS)						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
5	Traffic Light Aspects - Amber	1,630				
6	Galvanized Cantilever poles	286				
7	Galvanized Standard Poles	256				
8	Pedestrian lamp heads - Stop Man	984				
9	Pedestrian lamp heads - Walk Man	984				
10	UPS with Batteries	267				
11	Junction Box/Cabinets	534				
12	Cables	173				
13	HDPE Piping	173				
14	Trenching	173				
15	Civil Work	173				
Total - Schedule A (INR)						
Total - Schedule A (In Words)						

Note: for item no 12-item no 15 the 'Units (Z)' column refers to the total number of junctions where SI to carry out required work.

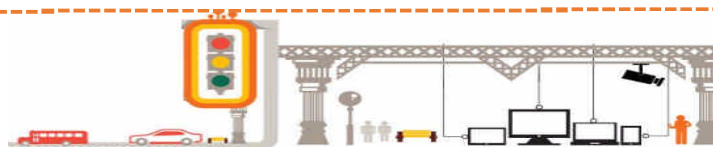


12.2.3. Schedule B: Traffic Surveillance System

Schedule B: Traffic Surveillance Systems						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
1	Traffic Surveillance PTZ Cameras	40				
2	ANPR Cameras	48				
3	PA System	267				
4	Emergency Call Box	20				
5	Poles for Cameras and Equipments	40				
6	Switches	267				
7	Provisioning of Electrical Power	80				
8	Networking Cost (Passive Components including Patch Panel, LIU, OFC, Cat6 Cable, Power Cable, Patch Cords, Pipes, Installation & Labour Charges, etc.)	40				
Total - Schedule B (INR)						
Total - Schedule B (In Words)						

12.2.4. Schedule C: Mid Block Variable Message Sign Board

Schedule C: Mid Block Variable Message Sign Boards						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
1	Vehicle Detectors for decision support	100				
2	VMS board including VMS controller 6000mm*1500mm*200 mm	50				
3	VMS board including VMS controller 3000mm*1500mm*200 mm	50				
4	Mounting structure for VMS	100				
5	Speed Control Sign (SCS) Boards	18				
6	Mounting structure for SCS	18				
Total - Schedule C (INR)						
Total - Schedule C (In Words)						

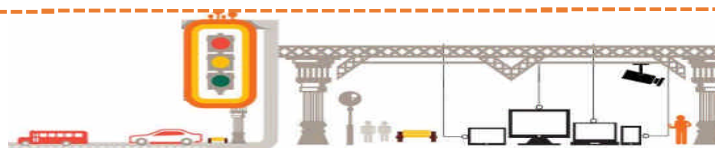
12.2.5. Schedule D: Traffic Enforcement Cameras

Schedule D: Traffic Enforcement Cameras						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
1	Red Light Violation Detection (RLVD) System for Single Lane Carriageway including ANPR cameras, Overview Cameras, Local Processing Unit, with cabling and mounting infrastructure	100				
2	Cameras for No Parking and Wrong Way Movement violations	30				
3	Speed Detection System for a 3 lane carriageway with complete sub components including lane ANPR camera, wide angle evidence camera, IR flash, 3D speed sensor for a single direction violation	18				
4	E-Challan Hand held devices with E-Challan s/w for Handheld	125				
Total - Schedule D (INR)						
Total - Schedule D (In Words)						

12.2.6. Schedule E: Traffic Enforcement Cameras

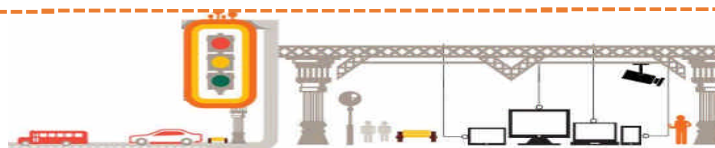
Schedule E: Data Center						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
1	Variable Messaging Sign (VMS) Server	To be specified by the bidder as per sizing				
2	Traffic Surveillance Cameras-Management Server	To be specified by the bidder as per sizing				
3	Traffic Surveillance Cameras-Recording Server	To be specified by the bidder as per sizing				
4	Analytics Server	To be specified by the bidder as per sizing				
5	ANPR Server	To be specified by the bidder as per sizing				
6	Traffic Analytics Server for Mid Block VMS System	To be specified by the bidder as per sizing				
7	RLVD Server	To be specified by the bidder as per sizing				

Schedule E: Data Center						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
8	Speed Detection Server	To be specified by the bidder as per sizing				
9	EMS Server	To be specified by the bidder as per sizing				
10	Mobile App Server	To be specified by the bidder as per sizing				
11	Database Server	To be specified by the bidder as per sizing				
12	PA System Server	To be specified by the bidder as per sizing				
13	ECB System Server	To be specified by the bidder as per sizing				
14	Failover Server for recording server in for every ITMS module in N+1 mode	To be specified by the bidder as per sizing				
15	Antivirus Server	To be specified by the bidder as per sizing				



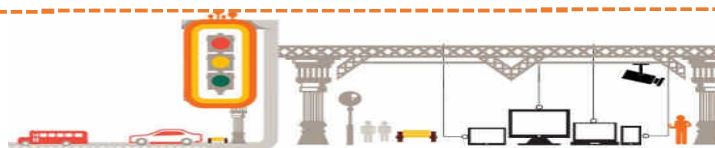
SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Schedule E: Data Center						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
16	Server load balancer	To be specified by the bidder as per sizing				
17	Video Management System	70				
18	GIS Map Integration	1				
19	Viewing Software for GIS	1				
20	Enterprise Management System (including SLA Mngt, HelpDesk Mngt, Network Mngt, BMS) (Pl give the break-up if different s/w required)	1				
21	Anti-virus Software	27				
22	Customised GUI- Dashboard for Police Department (for various levels) with all required integrations as per SOW defined	1				
23	Speed Detection System (Software + Licence)	1				
24	ANPR (Software + Licence)	1				
25	RLVD(Software+Licence)	1				
26	Violation Analytics (Wrong Way & No Parking)	30				



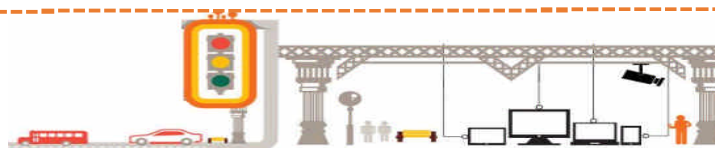
SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Schedule E: Data Center						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
27	Integration Cost for integration with existing E-Challan System	1				
28	Variable Messaging Signage Software	1				
29	PA System Software	1				
30	ECB Software	1				
31	Traffic Analytics Platform for Citizen Decision Support System for entire PAN City	1				
32	Traffic Mobile App Software	1				
33	Primary & Secondary Storage (in TB)	To be specified by the bidder as per sizing				
34	Core Router	To be specified by the bidder as per sizing				
35	L3 Switches	To be specified by the bidder as per sizing				
36	Firewall	To be specified by the bidder as per sizing				



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Schedule E: Data Center						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
37	Intrusion Prevention System	To be specified by the bidder as per sizing				
38	Racks (Caged)	To be specified by the bidder as per sizing				
39	UPS with Battery	To be specified by the bidder as per sizing				
40	Networking Cost (Passive Components)	To be specified by the bidder as per sizing				
Total - Schedule E (INR)						
Total - Schedule E (In Words)						



12.2.7. Schedule F: Traffic Command Center

Schedule F: Traffic Command Centre						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
1	Monitoring Workstations with 3 Monitors	15				
2	IP Phones	15				
3	Electrical Cabling & Necessary Illumination Devices	1				
4	Fire Safety System with alarms	1				
5	Public Address System	1				
Total - Schedule F (INR)						
Total - Schedule F (In Words)						

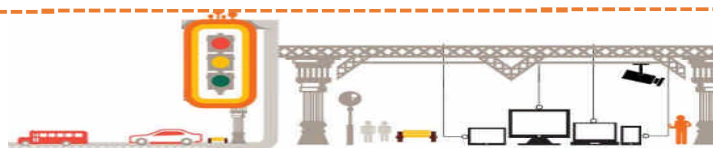
12.2.8. Schedule G: Junction Improvements

Schedule G: Junction Improvements						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
1	Road Marking: Lane markings	267				
2	Road Marking: Stop Line	267				

Schedule G: Junction Improvements						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
3	Road Marking: Pedestrian (Zebra) Markings	267				
4	Road Marking: Directional Markings	267				
Total - Schedule G (INR)						
Total - Schedule G (In Words)						

12.2.9. Schedule H: Services

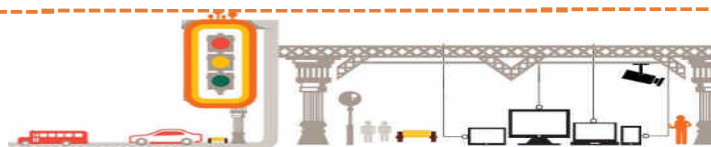
Schedule H: Services						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
1	One time feasibility study	1				
2	One time security audit (from third party)	1				
3	One time integration with E-Challan System	1				
4	One time integration with ITMAC Center	1				
5	One time integration with optic fiber network	1				



Schedule H: Services						
#	Item Description	Units (Z)	Unit Rate (Y) (Without Taxes) (INR)	Total Rate (Without Tax) (X=Y*Z) (INR)	Applicable Taxes (W) (INR)	Total Rate (V=W+X) (INR)
6	One time integration with SMAC center	1				
Total - Schedule H (INR)						
Total - Schedule H (In Words)						

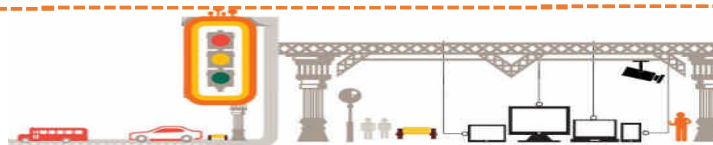
12.2.10. Schedule I: Manpower

Schedule I: Manpower							
#	Item Description	Units (Z)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
1	Project Director	1					
2	Project Manager	1					
3	Technical Expert-Traffic Command Center	1					
4	Technical Expert-Transport Engineering	1					
5	Technical expert-Intelligent Transport Systems	1					



Schedule I: Manpower							
#	Item Description	Units (Z)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
6	Technical Expert – Network	1					
7	Technical Executive – Security	1					
8	Technical Executive – Server & Storage	1					
9	Technical Executive – EMS	1					
10	Technical Executive – software applications	1					
11	TCC Operators	10					
Total - Schedule I (INR)							
Total - Schedule I (In Words)							

12.2.11. Schedule J: Network Connectivity



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Schedule J: Network Connectivity													
#	Item Description	Units (Z)	Bandwidth Requirement (Mbps)	Total 1st Year Rate (Without Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (Without Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (Without Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (Without Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (Without Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
1	Connectivity Cost ATCS Controllers to TCC	267	1					NA	NA	NA	NA	NA	NA
2	Connectivity Cost from Traffic Surveillance Cameras to TCC	40	5					NA	NA	NA	NA	NA	NA
3	Connectivity Cost from Variable Message Signboards to TCC	68	1					NA	NA	NA	NA	NA	NA
4	Connectivity Cost from ANPR Cameras to TCC	48	4					NA	NA	NA	NA	NA	NA
5	Connectivity Cost from RLVD Edge equipments to TCC	25	4					NA	NA	NA	NA	NA	NA
6	Connectivity Cost from Speed Detection	18	4					NA	NA	NA	NA	NA	NA



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

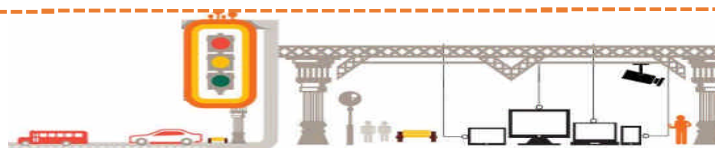
Schedule J: Network Connectivity													
#	Item Description	Units (Z)	Bandwidth Requirement (Mbps)	Total 1st Year Rate (Without Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (Without Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (Without Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (Without Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (Without Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
	Edge Equipments to TCC												
7	Connectivity Cost from No Parking & Wrong Way Movement violations Cameras to TCC	30	3					NA	NA	NA	NA	NA	NA
8	Aggregation Bandwidth at IT MAC	1	1,484					NA	NA	NA	NA	NA	NA
9	Connectivity cost from IT MAC to Police Command Center	1	200					NA	NA	NA	NA	NA	NA
10	Connectivity cost from IT MAC to SMAC	1	200					NA	NA	NA	NA	NA	NA
11	2G/3G/4G GSM Connectivity from E Challan	125	1										



SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Schedule J: Network Connectivity													
#	Item Description	Units (Z)	Bandwidth Requirement (Mbps)	Total 1st Year Rate (Without Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (Without Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (Without Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (Without Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (Without Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
	Handheld device to Traffic Police Command Centre												
Total - Schedule J (INR)													
Total - Schedule J (In Words)													

12.2.12. Schedule K: Operations, Management and Annual Maintenance Support



Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
1	ATCS Traffic Controller	173										
2	Vehicle Detector	624										
3	Traffic Light Aspects - Red	1,630										
4	Traffic Light Aspects - Green	2,272										
5	Traffic Light Aspects - Amber	1,630										
6	Galvanized Cantilever poles	286										
7	Galvanized Standard Poles	256										
8	Pedestrian lamp heads - Stop Man	984										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
9	Pedestrian lamp heads - Walk Man	984										
10	UPS with Batteries for Field Junction	267										
11	Box/Cabinets	534										
12	Cables	173										
13	HDPE Piping	173										
14	Trenching	173										
15	Civil Work	173										
16	Traffic Surveillance PTZ Cameras	40										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
17	ANPR Cameras	48										
18	PA System	267										
19	Emergency Call Box	20										
20	Poles for Cameras and Equipments	40										
21	Switches	267										
22	Networking Cost (Passive Components including Patch Panel, LIU, OFC, Cat6 Cable, Power Cable, Patch Cords,	40										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
	Pipes, Installation & Labour Charges, etc.)											
23	Vehicle Detectors for decision support	100										
24	VMS board including VMS controller (1500 X 6000 mm)	100										
25	Mounting structure for VMS	100										
26	Speed Control Sign (SCS) Boards	18										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
27	Mounting structure for SCS	18										
28	Red Light Voilation Detection (RLVD) System for Single Lane Carriageway including ANPR cameras, Overview Cameras, Local Processing Unit, with cabling and mounting infrastructure	100										
29	Cameras for No Parking and Wrong Way Movement violations	30										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
30	Speed Detection System for a 3 lane carriageway with complete sub components including lane ANPR camera, wide angle evidence camera, IR flash, 3D speed sensor for a single direction violation	18										
31	E-Challan Hand held devices	125										
32	Variable Messaging Sign (VMS) Server	To be specified by the bidder										



Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
		as per sizing										
33	Traffic Surveillance Cameras- Management Server	To be specified by the bidder as per sizing										
34	Traffic Surveillance Cameras- Recording Server	To be specified by the bidder as per sizing										
35	Analytics Server	To be specified by the bidder										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
		as per sizing										
36	ANPR Server	To be specified by the bidder as per sizing										
37	Traffic Analytics Server for Mid Block VMS System	To be specified by the bidder as per sizing										
38	RLVD Server	To be specified by the bidder										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
		as per sizing										
39	Speed Detection Server	To be specified by the bidder as per sizing										
40	EMS Server	To be specified by the bidder as per sizing										
41	Mobile App Server	To be specified by the bidder										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
		as per sizing										
42	Database Server	To be specified by the bidder as per sizing										
43	PA System Server	To be specified by the bidder as per sizing										
44	ECB System Server	To be specified by the bidder										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
		as per sizing										
45	Failover Server for recording server in for every ITMS module in N+1 mode	To be specified by the bidder as per sizing										
46	Antivirus Server	To be specified by the bidder as per sizing										
47	Server load balancer	To be specified by the bidder										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
		as per sizing										
48	Video Management System	70										
49	GIS Map Integration	1										
50	Viewing Software for GIS	1										
51	Enterprise Management System (including SLA Mngt, HelpDesk Mngt, Network Mngt, BMS) (Pl give the break-up if	1										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
	different s/w required)											
52	Anti-virus Software	27										
53	Customised GUI-Dashboard for Police Department (for various levels) with all required integrations as per SOW defined	1										
54	Speed Detection System (Software + Licence)	1										



Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
55	ANPR (Software + Licence)	1										
56	RLVD (Software + Licence)	1										
57	Violation Analytics (Wrong Way & No Parking)	30										
58	Integration Cost for integration with existing E-Challan System	1										
59	Variable Messaging Signage Software	1										
60	PA System Software	1										
61	ECB Software	1										



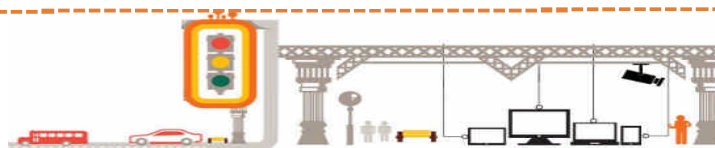
Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
62	Traffic Analytics Platform for Citizen Decision Support System for entire PAN City	1										
63	Traffic Mobile App Software	1										
64	Primary & Secondary Storage (in TB)	To be specified by the bidder as per sizing										
65	Core Router	To be specified by the bidder as per sizing										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
66	L3 Switches	To be specified by the bidder as per sizing										
67	Firewall	To be specified by the bidder as per sizing										
68	Intrusion Prevention System	To be specified by the bidder as per sizing										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
69	Racks (Caged)	To be specified by the bidder as per sizing										
70	Networking Cost (Passive Components)	To be specified by the bidder as per sizing										
71	Monitoring Workstations with 3 Monitors	15										
72	IP Phones	15										
73	Electrical Cabling & Necessary	1										

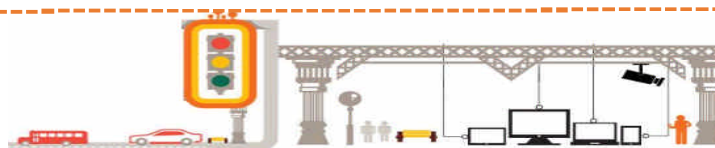
Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
	Illumination Devices											
74	Fire Safety System with alarms	1										
75	Public Address System	1										
76	Access Control System (RFID/Proximity based, for all staff)	1										
77	Road Marking: Lane markings	267										
78	Road Marking: Stop Line	267										

Schedule K: Operations, Management and Annual Maintenance Support												
#	Item Description	Units (Z)	Total 1st Year Rate (With out Tax) (INR)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With out Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With out Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With out Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With out Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
79	Road Marking: Pedestrian (Zebra) Markings	267										
80	Road Marking: Directional Markings	267										
Sub Total - Schedule K (INR)												
Total for 5 Years- Schedule K (INR)												
Total for 5 Years- Schedule K (In Words)												

12.2.13. Schedule L: Capacity Building

SELECTION OF IMPLEMENTATION AGENCY FOR INTEGRATED TRAFFIC CONTROL SYSTEM IN SURAT CITY

Schedule L: Capacity Building							
#	Item Description	Units (Z)	Total 1st Year Rate (With Tax) (INR)	Total 2nd Year Rate (With Tax) (INR)	Total 3rd Year Rate (With Tax) (INR)	Total 4th Year Rate (With Tax) (INR)	Total 5th Year Rate (With Tax) (INR)
1	Training Costs (per batch) - Functional Training	15					
2	Training Costs (per batch) - Administrative Training	5					
3	Training Costs (per batch) - Senior Management Training	5					
Total - Schedule L(INR)							
Total - Schedule L(InWords)							



13. Annexure

13.1. Format for Performance Bank Guarantee

<< To be printed on Rs. 100/- Stamp Paper >>

IN CONSIDERATION OF Through

SURAT Smart City Development Corporation (SSCDL) for Selection of Agency for Setting up Adaptive Traffic Management in Surat City (hereinafter referred to as the “said work”) on the terms and conditions of the AGREEMENT dated theday of 2017 executed between SSCDL on the one part and the Company (Name of the Company) on the other part (hereinafter referred to as “the said AGREEMENT”) and on the terms and conditions specified in the Contract, Form of Offer and Form of acceptance of Offer, true and complete copies of the offer submitted by the Company, the said Acceptance of Offer and the said AGREEMENT are annexed hereto.

The Company has agreed to furnish SSCDL in Guarantee of the Nationalized Bank for the sum of Rs (Agreement in Words and Figures) only which shall be the Security Deposit for the due performance of the terms covenants and conditions of the said AGREEMENT. We..... Bank Registered in India under Act and having one of our Local Head Office at..... do hereby guarantee to SSCDL in Department.

- i. Due performance and observances by the Company of the terms covenants and conditions on the part of the Company contained in the said AGREEMENT, AND
- ii. Due and punctual payment by the Company to SSCDL of all sum of money, losses, damages, costs, charges, penalties and expenses that may become due or payable to SSCDL by or from the Company by reason of or in consequence of any breach, non-performance or default on the part of the Company of the terms covenants and conditions under or in respect of the said AGREEMENT.

AND FOR THE consideration aforesaid, we do hereby undertake to pay to SSCDL on demand without delay demur the said sum of Rs. (Rupees only) together with interest thereon at the rate prescribed under from the date of demand till payment or such lesser sum, as may be demanded by SSCDL from us as and by way of indemnity on account of any loss or damage caused to or suffered by SSCDL by reason of any breach, non-performance or default by the Company of the terms, covenants and conditions contained in the said AGREEMENT or in the due and punctual payment of the moneys payable by the Company to SSCDL thereunder and notwithstanding any dispute or disputes raised by the



Company in any suit or proceeding filed before the Court relating thereto our liability hereunder being absolute and unequivocal and irrevocable AND WE do hereby agree that –

- a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said AGREEMENT and that the same will continue to be enforceable till all the claims of SSCDL are fully paid under or by virtue of the said AGREEMENT and its claims satisfied or discharged and till SSCDL certifies that the terms and conditions of the said AGREEMENT have fully and properly carried out by the Company.
- b) We shall not be discharged or released from liability under this Guarantee by reason of
 - a. any change in the Constitution of the Bank or
 - b. any arrangement entered into between SSCDL and the Company with or without our consent;
 - c. any forbearance or indulgence shown to the Company,
 - d. any variation in the terms, covenants or conditions contained in the said AGREEMENT;
 - e. any time given to the Company, OR
 - f. any other conditions or circumstances under which in a law a surety would be discharged.
- c) Our liability hereunder shall be joint and several with that of the Company as if we were the principal debtors in respect of the said sum of Rs..... (Rupees Only).
- d) We shall not revoke this guarantee during its currency except with the previous consent of SSCDL in department in writing;
- e) Provided always that notwithstanding anything herein contained our liabilities under this guarantee shall be limited to the sum of Rs..... (Rupees..... only) and shall remain in force until SSCDL certifies that the terms and conditions of the said AGREEMENT have been fully and properly carried out by the Company.
- f) Bank hereby agrees and covenants that if at any stage default is made in payment of any instalment or any portion thereof due to SSCDL under the said AGREEMENT or if the Company fails to perform the said AGREEMENT or default shall be made in fulfilling any of the terms and conditions contained in the said AGREEMENT by the Company, the Bank shall pay to SSCDL demand without any demur, such sum as may be demanded, not exceeding Rs..... (Rupees.....) and that the Bank will indemnify and keep SSCDL indemnified against all the losses pursuant to the said AGREEMENT and default on the part of the Company. The decision of SSCDL that the

default has been committed by the Company shall be conclusive and final and shall be binding on the Bank/Guarantor. Similarly, the decision of SSCDL as regards the Agreement due and payable by the Company shall be final and conclusive and binding on the Bank /Guarantor.

- g) SSCDL shall have the fullest liberty and the Bank hereby gives its consent without any way affecting this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify the said AGREEMENT or any terms thereof or grant any extension of time or any facility or indulgence to the Company and Guarantee shall not be released by reason of any time facility or indulgence being given to the Company or any forbearance act or omission on the part of SSCDL or by any other matter or think whatsoever which under the law, relating to sureties so releasing the guarantor and the Guarantor hereby waives all suretyship and other rights which it might otherwise be entitled to enforce.
- h) That the absence of powers on the part of the Company or SSCDL to enter into or execute the said AGREEMENT or any irregularity in the exercise of such power or invalidity of the said AGREEMENT for any reason whatsoever shall not affect the liability of the Guarantor/Bank and binding on the bank notwithstanding any abnormality or irregularity,
- i) The Guarantor agrees and declares that for enforcing this Guarantee by..... against it, the Courts at Surat only shall have exclusive jurisdiction and the Guarantor hereby submits to the same

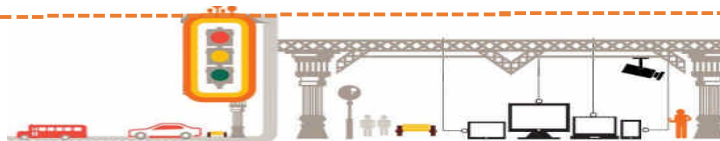
1.....

2.....

Being respectively the Director of the Company, who in token thereof, has hereto set his respective hands in the presence of –

1.....

2.....



13.2. Master Service Agreement

(To be printed on Rs. 100/- Stamp Paper)

This **AGREEMENT** is made at _____, Surat, Gujarat on this ____ day of _____, _____,
BETWEEN

-----, hereinafter referred to as "**Client**", or "**SSCDL**" (*which expression unless repugnant to the context therein shall include its administrator and permitted assignees*) of the **FIRST PART**;

AND

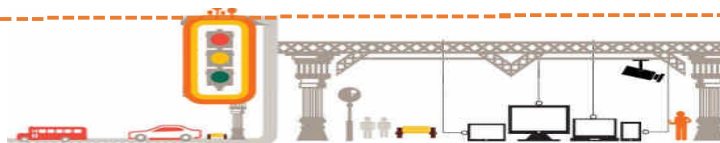
-----, a company registered under the Companies Act, 1956, having its registered office at -----, hereinafter referred to as "**Systems Integrator**" or "**SI**" or "**Vendor**", (*which expression unless repugnant to the context therein, shall include its successors, administrators, executors and permitted assignees*), of the **SECOND PART**.

Whereas SSCDL has envisaged to implement Integrated traffic Control System for the city of Surat (hereinafter referred to as the "**Integrated Traffic Control System or ITCS**");

And whereas SSCDL published the RFP to seek services of a reputed IT firm as a System Integrator for Design, Development, Implementation & Maintenance of "**Integrated Traffic Control System or ITCS**" for Surat city;

And whereas M/s. ----- has submitted its proposal for "**Selection of Implementation Agency for Integrated Traffic Control System (ITCS) in Surat City**";

AND whereas SSCDL has selected M/s.....as successful bidder and issued Letter of Intent datedto the successful bidder who in turn signed and returned the same as a token of acceptance of Letter of Intent.



And whereas SSCDL and M/s. ----- have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises covenants and promises contained herein and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, IT IS HEREBY AGREED between the Parties as follows:

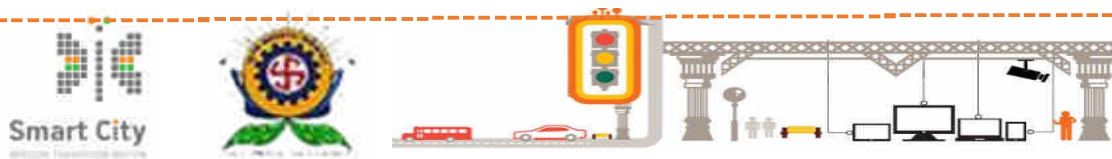
1. Definitions

In this Agreement, the following terms shall be interpreted as indicated, -

- (a) "SSCDL" means Surat Smart City Development Limited;
- (b) "Contract" means this Agreement entered into between SSCDL and the Systems Integrator including all attachments and annexure thereto and all documents incorporated by reference therein;
- (c) "Systems Integrator" means M/s. ----- interchangeably referred to as "SI" in the contract; and
- (d) "RFP" means the Tender Published by SSCDL (Ref. No. -----) and the subsequent Corrigenda / Clarifications issued.
- (e) *"Go Live or successful completion of implementation of the project" date means the 16th day after the date on which the proposed project stream becomes operational after successful conclusion of all acceptance tests to the satisfaction of SSCDL.*
- (f) *"Deliverable" means any action / output generated by the SI while discharging their contractual obligations. This would include information and all the other services rendered as per the scope of work and as per the SLAs.*
- (g) *"Assets" refer to all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilised by the SI for the Surat City 'Smart Elements' Project.*

2. Interpretation

The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:



- this Agreement;
- Scope of Services for the Systems Integrator (hereby annexed as **Annexure I**)
- Detail Commercial proposal of the Systems Integrator accepted by SSCDL (hereby annexed as **Annexure II**)
- SLA to be adhered by the Systems Integrator (hereby annexed as **Annexure III**)
- Clarification & Corrigendum Documents published by SSCDL subsequent to the RFP for this work (hereby annexed as **Annexure IV**)
- RFP Document of SSCDL for this work (hereby annexed as **Annexure V**)
- LoI issued by the SSCDL to the successful bidder (hereby annexed as **Annexure VI**); and
- Successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (hereby annexed as **Annexure VII**).

3. Term of the Agreement

The term of this agreement shall be a period of 5 years from the date of Go-Live of all Project Components including 1 year of comprehensive warranty.

In the event of implementation period getting extended beyond implementation timelines, for reasons not attributable to the Systems Integrator, SSCDL reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract for 5 years from the date of successful completion of implementation of all the project components. (Note: Delay caused due to any reason not in control of the SI would not be attributed to the project period.)

SSCDL also reserves the right to extend the contract at its sole discretion for additional duration, beyond the 5 years of post-implementation period. Terms and conditions of such an extension shall be prepared by SSCDL and finalized in mutual discussion with the SI.

4. Work Completion timelines and Fees

SSCDL shall issue a "Request Order" in writing, indicating the number of units of Hardware and Software to be supplied along with the location (Project Site). The SSCDL shall continue to issue such request until the full quantities of Hardware and Software specified in volume 2 within the variation limits of RFP is exhausted. Upon getting the Request Order, the SI shall promptly and as soon as possible within the lead time specified in the request order, supply, install and implement specified numbers of hardware and software at stated project site and commissioned the same. SSCDL shall specify the Lead Time in Request Order. The Lead Time of Request Order shall be decided in discussion with the Service Provider before the Request Order is placed. SSCDL's decision in this regard shall be final but reasonable time shall be



provided to the SI. Delay or non-performance will form the basis for application of Liquidated Damages. Tentative Number of Request Orders and Lead Time as envisaged at this point of time is specified below.

Service s	Approximate Time for Issuance of Request Order	Tentative Scope/ Approximate Sizing	Tentative Lead Time
Request Order 1	One week post completion of feasibility study	<ol style="list-style-type: none"> 1. Controllers & Aspects upadation in Non BRTS Junctions 2. Install, Controllers & Aspects in BRTS Phase 2 Junctions 3. PAS 4. Traffic Surveillance Cameras & Enforcement 5. Connectivity 6. Traffic Control Center 	4 months post issuance of request order
Request Order 2	Approximately three months post completion of feasibility study and Post Completion of Request Order 1	<ol style="list-style-type: none"> 1. Controllers & Aspects upadation in Non BRTS Junctions 2. Install, Controllers & Aspects in BRTS Phase 2 Junctions 3. VMS, Emergency Box, PAS 4. Traffic Surveillance Cameras & Enforcement 5. Connectivity 6. E-Challan device integration with existing e-Challan s/w 	4 months post issuance of request order
Request Order 3	Approximately six months post completion of feasibility study and Post Completion of Request Order 1 and Request Order 2	<ol style="list-style-type: none"> 1. Implementation of new ATCS junctions for Non BRTS 2. VMS, Emergency Box, PAS 3. Traffic Surveillance Cameras & Enforcement 4. Connectivity 5. VMS, Emergency Box 6. Integration of all junctions on ATCS s/w 	4 months post issuance of request order

a. Milestones and Payment Schedules for Implementation Phase

Based on findings of the Feasibility Study done by the SI, the SI may propose a change in the number of sites or individual units to be deployed in each phase as well as overall scope and a consequent change in phasing. SSCDL also retains the right to suo moto change the number of

sites or individual units to be deployed for each scope item. The final decision on change in phasing and related change in payment schedules shall be at the discretion of SSCDL

T = 15 days from LOI date

Milestones	Payment Milestones for the Implementation % Payment of Time Schedule Phase	Payment Schedule	Time Schedule
M1	Completion of Scoping and feasibility study	Value commensurate to the discovered quote for feasibility study as per schedule H	T + 1 Month
M2.1	Request Order 1 – Mobilization Advance	10% of Request Order 1 Value (Capex Cost) post issuance of work order	T + 1 Month
M2.2	Request Order 1 – Installation, Commissioning and Go-Live	60% of Request Order 1 Value (Capex Cost)	T + 5 Months
M2.3	Request Order 1 – Three months of successful operation and Maintenance after Project Acceptance	10% of Request Order 1 Value (Capex Cost)	T + 8 Months
M3.1	Request Order 2 – Mobilization Advance	10% of Request Order 2 Value (Capex Cost) 2 post issuance of work order	T + 5 Month
M3.2	Request Order 2 – Installation, Commissioning and Go-Live	60% of of Request Order 2 Value (Capex Cost)	T + 8 Months
M3.3	Request Order 2 – Three months of successful operation and Maintenance after Project Acceptance	10% of of Request Order 2 Value (Capex Cost)	T + 11 Months

Milestones	Payment Milestones for the Implementation % Payment of Time Schedule Phase	Payment Schedule	Time Schedule
M4.1	Request Order 3 – Mobilization Advance	10% of Request Order 3 Value (Capex Cost) post issuance of work order	T + 8 Month
M4.2	Request Order 3 – Installation, Commissioning and Go-Live	60% of Request Order 3 Value (Capex Cost)	T + 11 Months
M4.3	Request Order 3 – Three months of successful operation and Maintenance after Project Acceptance	10% of Request Order 3 Value (Capex Cost)	T + 14 Months

Note:

- The remaining 20% of payment for each phase will be given after completion of Warranty Period i.e. 1 years post Go Live of all request orders.
- All payments to the Implementation Vendor shall be made upon submission of invoices along with relevant approval certificates from Surat Traffic Police.
- The above payments are subject to meeting of SLA's failing which the appropriate deductions as mentioned in the SLA document of this RFP

b. Milestones and Payment Schedules for Operations and Maintenance Phase

The Operations and maintenance phase will start as soon as Go-Live for the final phase occurs. The SI will be required to adhere to the SLA and provide post implementations support of warranty for a period of 5 years after Go-Live.

Milestones	Payment Milestones for the Implementation % Payment of Time Schedule Phase	Payment Schedule	Time Schedule
M5	Year 1 payment for O&M after Go-Live <ul style="list-style-type: none"> • Q1 : 25% of Yearly Payment • Q2 : 25% of Yearly Payment • Q3 : 25% of Yearly Payment • Q4 : 25% of Yearly Payment 	Quarterly O&M Payments	Payment of Year 1

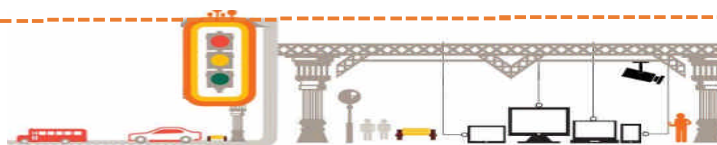
Milestones	Payment Milestones for the Implementation % Payment of Time Schedule Phase	Payment Schedule	Time Schedule
M6	Year 2 payment for O&M after Go-Live <ul style="list-style-type: none"> Q1 : 25% of Yearly Payment Q2 : 25% of Yearly Payment Q3 : 25% of Yearly Payment Q4 : 25% of Yearly Payment 	Quarterly O&M Payments	Payment of Year 2
M7	Year 3 payment for O&M after Go-Live <ul style="list-style-type: none"> Q1 : 25% of Yearly Payment Q2 : 25% of Yearly Payment Q3 : 25% of Yearly Payment Q4 : 25% of Yearly Payment 	Quarterly O&M Payments	Payment of Year 3
M8	Year 4 payment for O&M after Go-Live <ul style="list-style-type: none"> Q1 : 25% of Yearly Payment Q2 : 25% of Yearly Payment Q3 : 25% of Yearly Payment Q4 : 25% of Yearly Payment 	Quarterly O&M Payments	Payment of Year 4
M9	Year 5 payment for O&M after Go-Live <ul style="list-style-type: none"> Q1 : 25% of Yearly Payment Q2 : 25% of Yearly Payment Q3 : 25% of Yearly Payment Q4 : 25% of Yearly Payment 	Quarterly O&M Payments	Payment of Year 5

Payment of Operations and maintenance phase will be made on quarterly basis (at completion of each quarter) based on the adherence to SLA, for the amount quoted for each respective year

5. Scope Extension

SSCDL reserves right to extend the scope of services for the price & timelines as given in Annexure II & Annexure III to this Agreement. The SLAs applicable to this Contract shall be liable for the additional items too.

6. Service Level Agreement (SLA)



SSCDL is looking at a very professional approach in the project implementation and its operations. System Integrator is expected to match these expectations of the service levels given in Annexure IV of this agreement. Any non-adherence to the SLAs would lead to the penalty, to be calculated as per the details given in Annexure III to this agreement.

7. Use & Acquisition of Assets during the term

System Integrator shall

- take all reasonable & proper care of the entire hardware & software, network or any other information technology infrastructure components used for the project & other facilities leased/owned by the system integrator exclusively in terms of the delivery of the services as per this Agreement (hereinafter the “Assets” which include all the hardware / Software / furniture / data / documentations / manuals / catalogs / brochures / or any other material procured, created or utilized by the SI or the SSCDL for the Surat Project) in proportion to their use & control of such Assets which will include all upgrades/enhancements & improvements to meet the needs of the project arising from time to time; Note: Hardware upgrades outside the RFP scope would not be part of the original contract and would be catered through change request. Assets would be owned by the SSCDL however, the System Integrator would be custodian of the same during the entire contract period and would take care of all wear-tear, insurance, theft etc. so that the SLAs are not affected.
- Maintain sufficient spare inventory at all times, for all items of importance;
- keep all the tangible Assets in good & serviceable condition (reasonable wear & tear excepted) &/or the intangible Assets suitably upgraded subject to the relevant standards as stated in of the RFP to meet the SLAs mentioned in the contract & during the entire term of the Agreement.
- ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets & which are provided to the system integrator will be followed by the System integrator & any person who will be responsible for the use of the Asset;
- take such steps as may be recommended by the manufacturer of the Assets & notified to the system integrator or as may be necessary to use the Assets in a safe manner;
- provide a well-prepared documentation for users in the manual, a clear plan for training, education & hand holding the users & shall form part of hand holding phase until bringing up the users to use software solution with speed & efficiency;



- To the extent that the Assets are under the control of the system integrator, keep the Assets suitably housed & in conformity with any statutory requirements from time to time applicable to them,
- Provide and facilitate access to SSCDL or its nominated agencies & any persons duly authorized by him/her to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable requirements;
- Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law;
- Use the Assets exclusively for the purpose of providing the Services as defined in the contract;
- Use the Assets only in accordance with the terms hereof & those contained in the SLAs;
- Maintain standard forms of comprehensive insurance including liability insurance, system & facility insurance & any other insurance for the Assets, data, software, etc in the joint names of SSCDL & the System Integrator, where SI shall be designated as the 'loss payee' in such insurance policies; SI shall be liable to pay premium for the insurance policy & shall ensure that each & every policy shall keep updated from time to time.
- Ensure the integration of the software with hardware to be installed and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to SSCDL of this Project in an efficient and speedy manner; &
- Obtain a sign off from SSCDL or its nominated agencies at each stage as is essential to close each of the above considerations.

Ownership of the Assets shall vest with SSCDL on Go Live of the project. Ownership of any asset, created during the contractual period after go Live, shall also vest with SSCDL upon creation of such asset. System Integrator shall not use SSCDL data to provide services for the benefit of any third party, as a service bureau or in any other manner. Six months prior to the expiry of the contract (of the respective work streams), there shall be joint inspection by a team of SSCDL and SI to assess the damages to the assets, if any. If damage to the assets is found unacceptable to the SSCDL, then corresponding penalty/liquidated damages shall be recovered from SI from the fees payable.

8. Security and safety

- The System Integrator will comply with the directions issued from time to time by SSCDL and the standards related to the security and safety in so far as it applies to the provision of the Services.
- System Integrator shall also comply with the SSCDL Project's information technology security and standard policies in force from time to time as applicable.



- System Integrator shall use reasonable endeavors to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to by unauthorized access (including unauthorized persons who are employees of any Party) or interference with SSCDL's data, facilities or Confidential Information.
- The System Integrator shall upon reasonable request by SSCDL or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
- System Integrator and its partners / sub-contractors shall promptly report in writing to each other and SSCDL any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at SSCDL's Facilities.

9. Indemnity

The System Integrator agrees to indemnify and hold harmless SSCDL, its officers, employees and agents(each a "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses , claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

- any mis-statement or any breach of any representation or warranty made by the System Integrator or
- The failure by the System Integrator to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the System Integrator. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created System Integrator pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by System Integrator or sub-contractors pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secretes under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by (A) "Implementation of Project by itself or through other persons other than System Integrator or its sub-contractors; (B) Third Parties (i.e., other than System Integrator or sub-contractors) at the direction of SSCDL, or
- any compensation / claim or proceeding by any third party against SSCDL arising out of any act, deed or omission by the System Integrator or

- iv. Claim filed by a workman or employee engaged by the System Integrator for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.
- v. Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

10. Third Party Claims

- a. Subject to Sub-clause (b) below, the System Integrator (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favor or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
- b. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
 - i) The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii) The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.
 - iii) if the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
 - iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - v. system integrator hereby indemnify & hold indemnified the SSCDL harmless from & against any & all damages, losses, liabilities, expenses including legal fees & cost



of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.

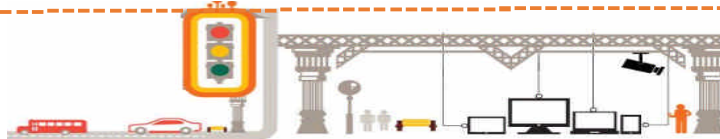
- vi. all settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld & include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; & (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- Viii. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; &
- ix. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
- x. in the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee, if such indemnity is not paid, either in full or in part, & on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights & defenses of the Indemnified Party with respect to the claims to which such indemnification relates.

11. Publicity

Any publicity by the SI in which the name of SSCDL is to be used should be done only with the explicit written permission of the CEO, SSCDL.

12. Warranties

- a. The System Integrator warrants and represents to SSCDL that:
 - i. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - ii. This Agreement is executed by a duly authorized representative of the System Integrator;
 - iii. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
- b. In the case of the SLAs, the System Integrator warrants and represents to SSCDL, that:



- the System Integrator has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
- The SLAs have been executed by a duly authorized representative of the System Integrator;
- The System Integrator is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence so as to comply with service level agreement;
- The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the RFP;
- System Integrator has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
- The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
- System Integrator will warrant that the goods supplied under the contract are new, unused, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The System Integrator further warrants that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.
- The overall system design shall be such that there is no choking point / bottleneck anywhere in the system (end-to-end) which can affect the performance / SLAs.

Subject to the fulfillment of the obligations of the System Integrator as provided for in sub clause (viii) above, in the event that such warranties cannot be enforced by SSCDL, the System Integrator will enforce such warranties on behalf of SSCDL and pass on to SSCDL, the benefit of any other remedy received in relation to such warranties.

- c. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the System Integrator is unable to meet the obligations pursuant to the implementation of the Project, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, SSCDL will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days on the system Integrator.



13. Force Majeure & Vandalism

In the event that any Damages to items due to Vandalism (physical Majeure attack by public, tampering of equipment by SMC / SSCDL staff or traffic police staff and damage due to accidents) or due to Force Majeure events (such as earthquake, fire, natural calamities, war, act of God) of any kind during Warranty Period and Maintenance Period shall be the liability of SSCDL. In such case, SSCDL/Authority shall request the successful Bidder to repair/replace the damaged unit and reinstall the same. All costs towards the same shall be reimbursed by SSCDL/Authority to the successful Bidder less of insurance proceeds if need of replacement so arise then replacement shall be on tender rates only.

The System Integrator shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the System Integrator, not involving the System Integrator's fault or negligence and not foreseeable. Such events may include Acts of God & acts of Government of India in their sovereign capacity.

For the SI to take benefit of this clause it is a condition precedent that the SI must promptly notify the SSCDL, in writing of such conditions and the cause thereof within 2 calendar days of the Force Majeure event arising. SSCDL, or the consultant / committee appointed by the SSCDL shall study the submission of the SI and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by the SSCDL in writing, the SI shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, SSCDL and the SI shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of the SSCDL shall be final and binding on the SI.

14. Resolution of Disputes

The SSCDL and the SI shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Agreement. If after 30 days from the commencement of such informal negotiations, the



SSCDL and the SI are unable to resolve amicably such dispute, the matter will be referred to the Chairman, SSCDL, and his / her opinion shall be taken.

If the SI doesn't agree with the opinion of the Chairman, SSCDL, matter shall be referred to two Arbitrators: one Arbitrator to be nominated by SSCDL and the other one to be nominated by the SI. In the case of the said Arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the Arbitrators in writing before proceeding with the reference. The award of the Arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Reconciliation Act, 1996 and the venue of such arbitration shall be Surat. Cost of arbitration shall be borne by each party proportionately. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

15. Limitation of Liability towards SSCDL

The SI's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The SI shall be liable to the SSCDL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the SI and its employees, including loss caused to SMC / SSCDL on account of defect in goods or deficiency in services on the part of SI or his agents or any person / persons claiming through or under said SI. However, such liability of SI shall not exceed 50% of the total CAPEX + OPEX value.

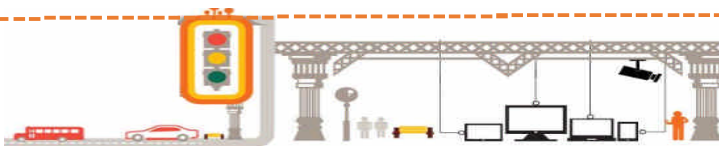
This limitation of liability shall not limit the SI's liability, if any, for damage to Third Parties caused by the SI or any person or firm acting on behalf of the SI in carrying out the scope of work envisaged herein.

16. Conflict of Interest

A conflict of interest is any situation that might cause an impartial observer to reasonably question whether SI actions are influenced by considerations of your firm's interest at the cost of Government.

The SI shall disclose to the SSCDL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Systems Integrator or its Team) in the course of performing Services as soon as it becomes aware of such a conflict. However, SI shall hold SSCDL's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

17. Data Ownership



All the data created as the part of the project shall be owned by SSCDL. The SI shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the SI only as per the IT Security Policy, approved by SSCDL. SSCDL / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the SI Vendor to data / system security.

18. Intellectual Property Rights

- (A) For the customized solution developed for the project, IPR of the solution would belong exclusively to the SSCDL. The SI shall transfer the source code to SSCDL at the stage of successful implementation of the respective smart element. SI shall also submit all the necessary instructions for incorporating any modification / changes in the software and its compilation into executable / installable product. SSCDL may permit the SI, right to use the customized software for any similar project being executed by the same SI, with payment of reasonable royalty to SSCDL for the same.
- (B) Deliverables provided to SSCDL by System Integrator during the course of its performance under this Agreement, all rights, title and interest in and to such Deliverables, shall, as between System Integrator and SSCDL, immediately upon creation, vest in SSCDL. To the extent that the System Integrator Proprietary Information is incorporated within the Deliverables, System Integrator and its employees engaged hereby grant to SSCDL a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), use and copy derivative works for the benefit of and internal use of SSCDL.

19. Fraud and Corruption

SSCDL requires that SI must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, SSCDL defines, for the purpose of this provision, the terms set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of SSCDL in contract executions.
- b. "Fraudulent practice" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to SSCDL, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive SSCDL of the benefits of free and open competition.
- c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which is given by the SSCDL in Volume II.
- d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.



If it is noticed that the SI has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for SSCDL for termination of the contract and initiate black-listing of the vendor.

20. Exit Management

(i) Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the SI. The exit management period ends on the date agreed upon by the SSCDL or Six months after the beginning of the exit management period, whichever is earlier.

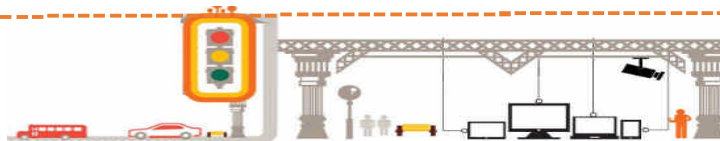
(ii) Confidential Information, Security and Data

Systems Integrator will promptly on the commencement of the exit management period, supply to the SSCDL or its nominated agencies the following:

- a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to Surveillance Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
- b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacing Successful Bidder in a readily available format.
- c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the SSCDL and its nominated agencies, or its Replacing Vendor to carry out due diligence in order to transition the provision of the Services to SSCDL or its nominated agencies, or its Replacing Vendor (as the case may be).

(iii) Employees

Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to SSCDL a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of



the Successful Bidder, SSCDL or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the SSCDL or any Replacing Vendor.

(iv) Rights of Access to Information

At any time during the exit management period, the Successful Bidder will be obliged to provide an access of information to SSCDL and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to the Surveillance Project.

(v) Exit Management Plan

Successful Bidder shall provide SSCDL with a recommended exit management plan ("Exit Management Plan") within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c) Plans for provision of contingent support to the Surveillance Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.
- d) Successful Bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- e) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by SSCDL or its nominated agencies.
- f) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule.
- g) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
- h) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

(vi) Transfer Cost

On premature termination of the contract for reasons other than those mentioned in section 23.a (Termination for Default), the Successful Bidder shall be paid the depreciated book value of the infrastructure cost and the other assets (as per the Asset Register). The depreciation rates and method followed will be as per Income Tax Rules.

Note: Amount to be payable by SI on premature termination of contract =

Pending amount to be paid against services delivered + Depreciated Book Value of the Assets as per Income Tax Rules – Applicable Penalty / Liquidated Damages

21. Termination of Contract

SSCDL may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the SI and as it deems fit, terminate the contract either in whole or in part:

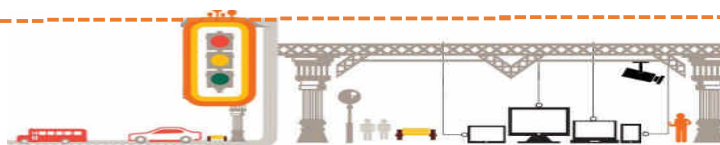
- If the SI fails to deliver any or all of the project requirements / operationalization / go-live of the project within the time frame specified in the contract; or
- If the SI fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the SI, SSCDL shall provide the SI with a written notice of 30 days instructing the SI to cure any breach/ default of the Contract, if SSCDL is of the view that the breach may be rectified.

On failure of the SI to rectify such breach within 30 days, SSCDL may terminate the contract by providing a written notice of 30 days to the SI, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SSCDL. In such event the SI shall be liable for penalty/liquidated damages imposed by the SSCDL. The performance Guarantee shall be forfeited by the SSCDL

Consequences of Termination

In the event of termination of this contract, SSCDL is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SI shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to SSCDL and/ or succeeding vendor, as may be required, to



take over the obligations of the SI in relation to the execution / continued execution of the requirements of this contract.

Plans and drawings

All plans, drawings, specifications, designs, reports and other documents prepared by the Vendor in the execution of the contract shall become and remain the property of SSCDL and before termination or expiration of this contract the SI shall deliver all such documents, prepared under this contract along with a detailed inventory thereof, to SSCDL.

22. Miscellaneous

a) Confidentiality

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, video footages, alert information, any police department data, products, processes, data, crime / criminal secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party or its consortium partners or subcontractors (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of SSCDL, the Systems Integrator (including all consortiums or partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Systems Integrator and its Personnel make public the recommendations formulated in the course of, or as a result of the Project.

- a. The System Integrator recognizes that during the term of this Agreement, sensitive data will be procured & made available to it, its Sub contractors & agents & others working for or under the System Integrator. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to SSCDL / SMC whose data is used but also to its stakeholders. System Integrator, its Subcontractors & agents are required to demonstrate utmost care, sensitivity & strict confidentiality. Any breach of this Article will result in SSCDL & its nominees receiving a right to seek injunctive relief & damages from the System Integrator.



- b. Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement (the "Discloser") to the other Party to this Agreement (the "Recipient") &
 - i. to take such steps necessary to protect the Discloser's Confidential information from unauthorized use, reproduction & disclosure, as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care;
 - ii. to use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing; &
 - iii. not, without the Discloser's prior written consent, to copy the Confidential Information cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required in connection with Recipient's use as permitted under this Article, or as needed for the purposes of this Agreement, or as needed for the purposes of this Agreement, provided that any proprietary legends & notices (whether of the Discloser or of a Third Party) are not removed or obscured; &
 - iv. Not, to disclose, transfer, publish or communicate the Confidential Information in any manner, without the Discloser's prior written consent, to any person except as permitted under this Agreement.
- c. The restrictions of this Article shall not apply to confidential Information that:
 - i. is or becomes generally available to the public through no breach of this Article by the Recipient; &
 - ii. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; &
 - iii. Is developed by the Recipient independently of any of discloser's Confidential Information; &
 - iv. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; &
 - v. is identified in writing by the Discloser as no longer proprietary or confidential; or vi. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal & regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- d. to the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- i. its employees, agents & independent contractors & to any of its affiliates & their respective independent contractors or employees; &
 - ii. its professional advisors & auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article & in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.
- e. The provisions of this Article shall survive three years post expiration or any earlier termination of this Agreement.
- f. confidential Information shall be & remain the property of the Discloser & nothing in this Article shall be construed to grant either Party any right or license with respect to the other Party's confidential Information otherwise than as is expressly set out in this Agreement.
- g. Subject as otherwise expressly provide in this Agreement all Confidential information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Disclose, or, (ii) termination or expiry of this Agreement or, in respect of the SLAs, the termination or expiry of the SLAs. Notwithstanding the forgoing, both Parties may retain, subject to the terms of this Article, reasonable number of copies of the other Party's Confidential Information solely for confirmation of compliance with the confidentiality obligations of this Agreement.
- h. Neither Party is restricted by the provisions of this clause from using (including using to provide products or perform services on behalf of third Parties) any ideas, concepts, know-how & techniques that are related to the Recipient's employees or agents (and not intentionally memorized for the purpose of later recording or use) (collectively, the "residuals"). This Article shall not permit the disclosure or use by either Party or any financial (including business plans), statistical, product, personnel or customer data or the other Party. Each party agrees not to disclose the source of the Residuals.
- i. Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this clause by the other Party & that SSCDL & system integrator, as appropriate, shall be entitled to equitable relief, including injunction & specific

performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this clause, but shall be in addition to all other remedies available at law or equity to the damaged Party.

- j. in connection with the Services, System Integrator may from time to time undertake one or more quality assessment reviews for the purpose of improving the SSCDL Project. In order for such reviews to be frank & candid, for the greatest benefit to both SSCDL & System Integrator, they shall be kept confidential to the greatest extent possible. The Parties agree that any documentation created in connection with such quality assessment reviews shall be confidential Information of System Integrator which is licensed to SSCDL for any internal use except that in no event shall such documentation or the results of such reviews be discoverable or admissible (or used for any purpose) in any arbitration or legal proceedings against System integrator related to this Agreement or the Services.

A Non-disclosure agreement shall be signed separately between the Systems Integrator and SSCDL.

b) Standards of Performance

The SI shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The SI shall always act in respect of any matter relating to this contract. The SI shall abide by all the provisions/Acts/Rules/Regulations, Standing orders, etc. of Information Technology as prevalent in the country. The SI shall also conform to the standards laid down by SMC or SSCDL or Government of Gujarat or Government of India from time to time.

c) Sub Contracts

All the personnel working on the project and having access to the Servers / data should be on payroll of the Systems Integrator. Sub-contracting / out sourcing would be allowed only for work like

- Passive Networking & Civil Work during implementation,
- FMS staff for non- IT support during post-implementation
- Services of professional architect for design of command / viewing centers
- Services delivered by the respective Product Vendors / OEMs

The bidder is expected to provide details of the sub-contractors for the work which is allowed as mentioned in the clause. Use of personnel not on payroll of the SI shall be considered as sub-contracting.



The SI shall take prior approval from SSCDL for sub-contracting any allowed work as mentioned in clause, if not already specified in the proposal and approved by SSCDL. Such sub-contracting shall not relieve the SI from any liability or obligation under the Contract. The SI shall solely responsible for the work carried out by subcontracting under the contract.

d) Care to be taken while working at Public Place

SI should follow instructions issued by *concerned Competent Authority and* SSCDL from time to time for carrying out work at public places. SI should ensure that there is no damage caused to any private or public property. In case such damage is caused, SI shall immediately bring it to the notice of concerned organization and SSCDL in writing and pay necessary charges towards fixing of the damage. SI should also ensure that no traffic *congestion*/public inconvenience is caused while carrying out work at public places.

SI shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

e) Compliance with Labor regulations

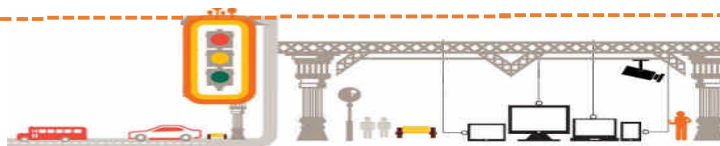
The SI shall pay fair and reasonable wages to the workmen employed by him, for the contract undertaken by him and comply with the provisions set *forth* under the Minimum wages Act and *the Contract Labor Act 1970*.

f) Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or *employment relationship* between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

g) Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed



to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

h) Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below

SSCDL:

Chief Executive Officer
Surat Smart City Development Corporation Ltd.

Tel: -----

Fax: -----

Systems Integrator:

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

i) Performance Guarantee

The SI shall submit performance guarantee which is unconditional & irrevocable equal to 10% of the order value of the contract in the format prescribed in RFP issued by any of the Nationalized Banks Only. The performance guarantee shall be valid for the term



agreement & shall be renewed & maintained by the SI for the term of the agreement & extension, if any. The performance guarantee shall be forfeited / liquidated by the SSCDL as a penalty in the event of failure to complete obligations or breach of any of the conditions by the SI.

j) Personnel/Employees

- i. Personnel/employees assigned by System Integrator to perform the services shall be employees of System Integrator or its sub-contractors, & under no circumstances will such personnel be considered as employees of SSCDL. System Integrator shall have the sole responsibility for supervision & control of its personnel & for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes & social security taxes, worker's compensation, employee & disability benefits & the like & shall be responsible for all employer obligations under all laws as applicable from time to time. The SSCDL shall not be responsible for the above issues concerning to personnel of System Integrator.
- ii. System Integrator shall use its best efforts to ensure that sufficient System Integrator personnel are employed to perform the Services, & that, such personnel have appropriate qualifications to perform the Services. SSCDL or its nominated agencies shall have the right to require the removal or replacement of any system Integrator personnel performing work under this Agreement. In the event that SSCDL requests that any System Integrator personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule & upon clearance of the personnel based on profile review & upon schedule & upon clearance of the personnel based on profile review & personal interview by SSCDL or its nominated agencies, within not later than 30 working days. System Integrator shall depute quality team for the project & as per requirements, SSCDL shall have the right to ask System Integrator to change the team.
- iii. Management (Regional Head / VP level officer) of System Integrator needs to be involved in the project monitoring & should attend the review meeting atleast once in a month.
- iv. The profiles of resources proposed by System Integrator in the technical proposal, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' & the System Integrator shall not remove such personnel without the prior written consent of SSCDL. For any changes to the proposed resources, System Integrator shall provide equivalent or better resources (in terms of qualification & experience) in consultation with SSCDL.
- v. Except as stated in this clause, nothing in this Agreement will limit the ability of System Integrator freely to assign or reassign its employees; provided that System Integrator shall be responsible, at its expense, for transferring all appropriate

knowledge from personnel being replaced to their replacements. SSCDL shall have the right to review & approve System Integrator's plan for any such knowledge transfer. System Integrator shall maintain the same standards for skills & professionalism among replacement personnel as in personnel being replaced.

- vi. Each Party shall be responsible for the performance of all its obligations under this Agreement & shall be liable for the acts & omissions of its employees & agents in connection therewith.

k) Variations & Further Assurance

- a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.
- b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

l) Severability & Waiver

- a. if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute any illegal, invalid or unenforceable provision with a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.
- b. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

m) Entire Agreement

This MSA, the SLAs & all schedules appended thereto & the contents & specifications of the Volumes I & II, of the RFP subsequent corrigenda issued thereon & clarification



(undertakings) accepted by the SSCDL constitute the entire agreement between the Parties with respect to their subject matter.

n) Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

o) The stamp duty payable for the contract shall be borne by the Systems Integrator.

p) Deliverables will be deemed to be accepted by SSCDL if no communication from the department is made to the SI after 30 days of delivery, provided the delivery is made to the designated officer and clearly highlighted in at least 3 weekly project progress reports

23. Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of Surat courts only.

IN WITNESS whereof the parties hereto have signed this on the day, month and year first herein above written.

Signed, sealed and delivered

By -----

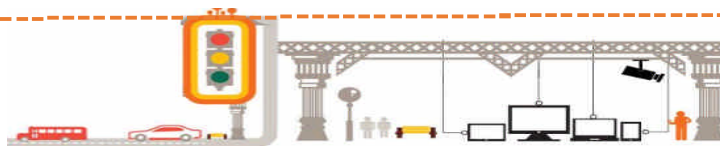
-----,

For and on behalf of the ***Governor of the
State of Gujarat***

Signed, sealed and delivered

By -----

For and on behalf of the “Systems Integrator”,



Witnesses:

- (1)
- (2)

Attachments to the Agreement:

- 1) Scope of Services for the Systems Integrator (Annexure I)
- 2) Detail Commercial proposal of the Systems Integrator accepted by SSCDL (Annexure II)
- 3) SLA to be adhered by the Systems Integrator (Annexure III)
- 4) Corrigendum Document published by SSCDL subsequent to the RFP for this work (Annexure IV)
- 5) RFP Document of SSCDL for this work (Annexure V)
- 6) LoI issued by the SSCDL to the successful bidder (Annexure VI)
- 7) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the RFP (Annexure VII)

